

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., MONDAY, MARCH 16, 2015 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	JOHN GRIFFIN	john.griffin@groveland-fl.gov
COUNCIL MEMBER	JAMES SMITH	james.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
CITY CLERK	TERESA BEGLEY	teresa.begley@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation to be given by Pastor Billy Stephens of the First Baptist Church of Groveland

Roll Call

Reports

- a. City Council Member Reports
- b. City Manager's Report
- c. City Attorney's Report
- d. Citizen Advisory Reports

Consent Agenda

- Approval of City Council Meeting Minutes 03-02-2015

Guest Speakers, Presentations, and Proclamations

- 1) Presentation: Life Saving Award - Ofc. Scott King & Cpl. Sammy Anderson – *presented by Chief M. Smith Tennyson*
- 2) Presentation: Grant Focus Group – *presented by Lisa Cortese*
- 3) Presentation: Wastewater Treatment – *presented by Lori Pearson*
- 4) Proclamation: Water Conservation Month

New Business

- 5) CDBG Update, Approval of Ten Eligible Applicants and Awarding of Contractor Bids
- 6) Interlocal Agreement: HOME Investment Partnerships

- 7) Extension to Agreement between City and C.W. Roberts Contracting, Inc. re: Remediation to Catherine Lane & Wendell Avenue
- 8) Resolution 2015-03-01: Variance – Landscaping
- 9) Resolution 2015-03-02: Economic Development Incentives

Public Comments*

Announcements

Adjournment

**Groveland Code of Ordinances Sec. 2-58 (f).* Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

City of Groveland

Minutes

City Council

Monday, March 2, 2015

The Groveland City Council met in a regular meeting on Monday, March 2, 2015 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:00pm with the following members present: Vice Mayor John Griffin, Council Members James Smith, Dina Sweatt, and Evelyn Wilson. City officials present were: City Attorney Anita Geraci-Carver, City Manager Redmond Jones (arrived at 7:46pm), City Clerk Teresa Begley and Sergeant-at-Arms Chief M. Smith Tennyson.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance lead by Council Member Wilson followed by the invocation given by Mrs. Mary Greer.

REPORTS

a. Council Member Reports

- **Council Member Sweatt** attended the FLC University Summit for Risk Management on February 20, the Memorial for Susan Goldfuss on February 25; South Lake Trail Clermont Ribbon Cutting on February 27, and the Clermont Boat House Ribbon Cutting Ceremony.
- **Council Member Wilson** attended the FLC University Summit for Risk Management on February 20, the Memorial for Susan Goldfuss on February 25; South Lake Trail Clermont Ribbon Cutting on February 27, and the Clermont Boat House Ribbon Cutting Ceremony. She also met with various city and county officials as well as local merchants.
- **Mayor Loucks** stated that he spoke with Representative Metz and Senator Hays while in Tallahassee for Lake Legislative Days in regards to obtaining cost share grants for the South Lake Regional Water Initiative in excess of \$30 million dollars. These gentlemen were very receptive in supporting the initiatives efforts to resolve water issues in the South Lake area. SLRWI expects to be informed by the end of the current legislative session in regards to receiving grants. He stated that he has received phone calls requesting an additional day of irrigation for testing to make sure there are no leaks in Trilogy. Mrs. Wilson stated that she has spoken to the city manager and city attorney about this in regards to holding a public meeting.

b. City Manager's Report – presented by Finance Director Gwen Walker in Mr. Jones' absence.

Mrs. Walker stated that the report had been distributed to the council and that if there were any questions she would attempt to answer them. Mr. Jones is absent due to his attendance of the FDOT 5-Yr Capital Project Plan Hearing. It is his intention to lobby the board to include the SR50 Realignment Project on their list or at the least fund phases such as a Park & Ride Lot and right-of way and easement acquisitions.

CONSENT AGENDA

- **Approval of City Council Meeting Minutes 02-19-2015**

Council Member Sweatt moved to approve; seconded by Council Member Wilson. The motion was approved with all members present voting aye.

GUEST SPEAKERS, PRESENTATIONS AND PROCLAMATIONS

- 1. Presentation: Neighborhood Grant Program – presented by Ryan Berger, Community Development Director**

Mr. Berger gave a presentation regarding the newly proposed Neighborhood Grant relaying the intent, process and benefits. The grant will fund neighborhood projects organized by non-profits in the amount of \$1,000-5,000.

- 2. Presentation: Robert A. Davis Park – presented by Redmond Jones**

Consensus to move this item to last place as Mr. Jones was not present but was on his way back from Tallahassee and should arrive by the end of the meeting.

OLD BUSINESS

- 3. Ordinance 2015-02-02: Comprehensive Plan Amendment – Dequette Property *Second and Final Reading**

Council Member Wilson moved to approve; seconded by Council Member Smith. The motion was approved with all members present voting aye.

- 4. Ordinance 2015-02-04: PUD Rezoning – Hunt Industrial Park Phase III *Second and Final Reading**

Vice Mayor Griffin moved to approve; seconded by Council Member Smith. The motion was approved with all members present voting aye.

NEW BUSINESS

- 1) Interlocal Agreement for Retention of a Consultant to Oversee South Lake Water Supply and Infrastructure Studies**

Vice Mayor Griffin moved to approve; seconded by Council Member Smith. The motion was approved with all members present voting aye.

- 2) Re-plat: Eagle Pointe Phase II**

Council Member Sweatt moved to approve; seconded by Council Member Wilson. The motion was approved with all members present voting aye.

- 3) Extension to Agreement between City and C.W. Roberts Contracting, Inc. re: Remediation to Catherine Lane & Wendell Avenue**

Mrs. Geraci-Carver stated that it is Staff's recommendation that this item be table until funding can be researched.

Council Member Wilson moved to table until the March 16 Council Meeting; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.

4) Lift Station No. 18 Replacement Proposal by BESH Engineering

Council Member Sweatt moved to approve; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.

Consensus to recess for 15 minutes to give Mr. Jones time to arrive and present his Robert A. Davis Park Presentation.

Meeting recessed at 7:30pm

Mr. Jones arrived at 8:46pm

Meeting reconvened at 8:48pm

5) Presentation: Robert A. Davis Park – presented by Redmond Jones

Council Member Wilson moved to open this item for discussion; seconded by Council Member Sweatt.

Mr. Jones gave his presentation regarding the future of the Robert A. Davis Park which consists of an amphitheater, box car track and possible putt-putt golf course. Comparisons were made between the ball field design, which was the original intended use for the park, and the newly proposed amphitheater. There would be a \$1.2 million cost saving by switching the intended use of the park as ball fields are more expensive to maintain and would require the land be mitigated. The adjacent 20 acres owned by Lake County School Board could be used to construct a performing arts school that would work in conjunction with the amphitheater. The amphitheater could be constructed using Recreation Impact Fee Funds, naming rights and licensing fees among others.

Council Member Wilson stated her concern that the citizens should be informed of the intended use. She recommends that the residents of The Vineyards, Trilogy, Southern Ridge and Cherry Ridge be notified by letter and asked to submit their feedback. She is concerned that the road, Wilson Lake Parkway, is not wide enough for the amount of traffic nor is there a traffic light at either end of the road. CM Wilson feels that any attendee will want to go to dinner or rent a motel room but the choices are very limited in that area. She stated that economic incentive packages need to be developed and businesses brought into the US27/SR19 corridor before the amphitheater is constructed.

Council Member Sweatt stated that the amphitheater is a great idea but the Council needs to facilitate other things first such as hotels, gas stations and restaurant. She feels that more things are needed in this area before the construction of the amphitheater.

Council Member Smith stated that he likes the idea of the amphitheater and as it has already been presented and approved by the Recreation Advisory Committee (RAC) it should be presented to the City as a whole. The people should be the driving force of this project. We need to get a foothold in South Lake. Groveland cannot incentivize much but we should work with the county and feed off of their organizations so that we can establish what others do not already have in our own community.

Vice Mayor Griffin agrees with the amphitheater project. He believes that Groveland needs a place to hold performing arts. He feels that exposing children to musicians and artist will inspire them. On the scale that the Council is looking at, it is not very large, but the arts and sciences are beneficial. Groveland should be in touch with performing arts as it would benefit the community and lead to a larger connection in the outside world.

Mayor Loucks stated that impact fees cannot be used for economic incentive packages for hotels; only of the creation of new parks. He stated in order to bring in hotels and other businesses you must first have something to attract them. Ball fields will cost money to maintain and provide little to no return on investment whereas amphitheaters can be self-sustaining. The amphitheater will help make Groveland a destination city and create a brand. The South Lake Regional Park proposed to be located off Max Hooks Road and consisting of 100+/- acres will provide multiuse fields. The county will construct the park and pay for all expenses while annexing the park into the city limits. This park will fulfill the needs of our community and be used to attract mainstream events and league play which benefits Groveland and provide another identity.

Various citizens addressed the Council to state their opinions and ask additional questions. Their comments ranged from support of the amphitheater and performing arts to concern that the citizens in the vicinity of the proposed site be notified.

Council Member Smith left the meeting.

Motion amended.

Council Member Wilson moved to send out letters to the whole City or at least the four developments that will be the most affected; seconded by Council Member Sweatt. The motion failed with the vote being as follows: Council Member Wilson and Council Member Sweatt voting aye and Vice Mayor Griffin and Mayor Loucks voting nay.

Mr. Jones informed the Council that it was his intention to give the same presentation regarding the amphitheater to all of the HOA's in Groveland. He stated that this project is still in the infant stages as the design firm has yet to complete the design. He feels that sending a letter is not necessary as he will be giving the presentation in person to address all questions and concerns of the citizens.

Council Member Sweatt moved to only send letters stating the date and time that Mr. Jones is going to each of the four affected HOAs to give his presentation; seconded by Council Member Wilson. The motion failed with the vote being as follows: Council

Member Wilson and Council Member Sweatt voting aye and Vice Mayor Griffin and Mayor Loucks voting nay.

Mayor Loucks passed the gavel to Vice Mayor John Griffin in order to make a motion.

Mayor Loucks moved that Mr. Jones go to each HOA president in the four subdivisions to set up a meeting to give the presentation; seconded by Council Member Wilson. The motion was approved with Council Member Sweatt, Vice Mayor Griffin and Mayor Loucks voting aye. Council Member Wilson voted nay.

Vice Mayor Griffin passed the gavel back to Mayor Loucks.

OPEN FORUM

Mr. Greg Burrows, owner of the Lake David Hotel, addressed the Council stating that he has owned the hotel for over 30 years. During this time the hotel served the disadvantaged members of the community by providing affordable extended stay rooms. After the condemnation last year he is looking into new uses for the facility. He envisions an institution that will engage students in the sciences. Mr. Burrows asks that Council provide relief from the Code Enforcement Magistrate's ruling of a daily fine. Mayor Loucks recommended that Mr. Burrows speak of his concerns and ideas with Mr. Jones. If Mr. Jones feels that a Council discussion is warranted he may place the topic for discussion on an upcoming agenda.

Mr. Rosario addressed the Council regarding his previous request to replace the concrete meter boxes within his subdivision. Mr. Huish informed the Council that it would cost \$20-30,000 to replace the boxes; however, there has only been one box that has cracked in the development to date. Mr. Rosario then addressed the Council regarding a campaign violation he reported to the state during the last election cycle regarding Mike Radzik's campaign signs. Mr. Rosario addressed this issue and other concerns; he then submitted documents to the Mayor for the record.

COUNCIL ANNOUNCEMENTS

Council Member Wilson stated she wished to setup workshops. Mayor Loucks asked that she get with Mr. Jones to discuss at the next meeting is necessary.

ADJOURNMENT

Mayor Loucks adjourned the meeting 10:55pm.

Attest:



Tim Loucks, Mayor

Teresa Begley, City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM: Life Saving Award - Ofc. Scott King & Cpl. Sammy Anderson

CITY GOAL: Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.

PREPARED BY: Deputy Chief John Flinn

DATE: February 25, 2015

BACKGROUND:

On Tuesday, February 24, 2015 at approximately 10:56 hours, Officer Scott King and Corporal Sammy Anderson responded call of a 65 year old male subject having difficulty breathing and possibly having a heart attack. Upon arrival Officer King exited his vehicle with his department assigned Cardiac Science AED and located the male subject on the floor of the residence without a pulse.

Officer King immediately began CPR on the subject and Corporal Anderson arrived shortly thereafter and applied the Cardiac Science AED to the subject. A shock was advised, was delivered to the subject and instructions were given by the AED to continue CPR. Shortly thereafter EMS personnel arrived on scene and relieved Officer King. The subject subsequently regained a pulse, began breathing on his own and was transported to the hospital where he fully regained consciousness and was alert and well. Due to the alert thinking and quick life saving actions taken by both Officer King and Corporal Anderson the subject survived and is alive and well today.

Last year Firehouse Subs donated \$20,000 through a grant program to the Groveland Police Department for the purchase of (15) fifteen new Cardiac Science AED's to equip all officers with their own AED. The grant from Firehouse Subs and the new technology associated with the Cardiac Science AED's allowed officers of the Groveland Police Department to save (2) two lives since October of 2014. Firehouse Subs will be making a presentation in regards to the grant program.

STAFF RECOMMENDATION: Recognition for Life Saving Efforts

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM:	Presentation: Grant Focus Group – <i>presented by Lisa Cortese</i>
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Lisa Cortese, Executive Assistant to City Manager
DATE:	March 6, 2015

BACKGROUND:

During strategic planning City Council determined that grant opportunities would support revenue solutions for projects that support our city goals. This is a brief presentation on a Focus Group that has been developed to identify and secure grant opportunities.

STAFF RECOMMENDATION: None

REVIEWED BY CITY MANAGER:
COUNCIL ACTION:
MOTION BY:
SECOND BY:

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Grant Focus Group

“Enhancing Our Community, One Grant At A Time”

Introductions

Anthony Biasella
Patti Knapp
Gwen Walker
Lissa Cortese

Mission Statement

“Our mission is to secure funding for projects, equipment or services that support the City’s goals and our commitment to serve the community”.

Goals

- To identify needs and unrealized opportunities.
- To discover, research, and secure grant opportunities that promote quality of life and establish Groveland as a destination.
- To achieve workable solutions for the needs of our community through grant funding.

Objectives

- To demonstrate effective strategies of turning proposed ideas into grant proposals.
- To become familiar with each component of the grant writing application and process.
- To successfully obtain grant funding that supports our mission.

Fire Boat

- Federal Grant
- Department of Homeland Security/Port Security Grant Program
- 100% Funding
- No additional costs to the citizens of the city.



Library Books

- Foundation Grant
- Target Foundation
- To enable the library to partner with community groups to encourage family literacy and reading.



3/11/2015

Mobile Fire House

- Funded by a private business contribution/and a grant from the River Boat Development Authority.
- Used to teach children fire safety practices and escape methods.



Water Smart Park

- Federal Grant
- Texas
Commission on
Environmental
Quality/Clean
Water Act
- Will educate
visitors and
developers on
ways to reduce
water usage and
contamination.



Rain Garden & Green Roof



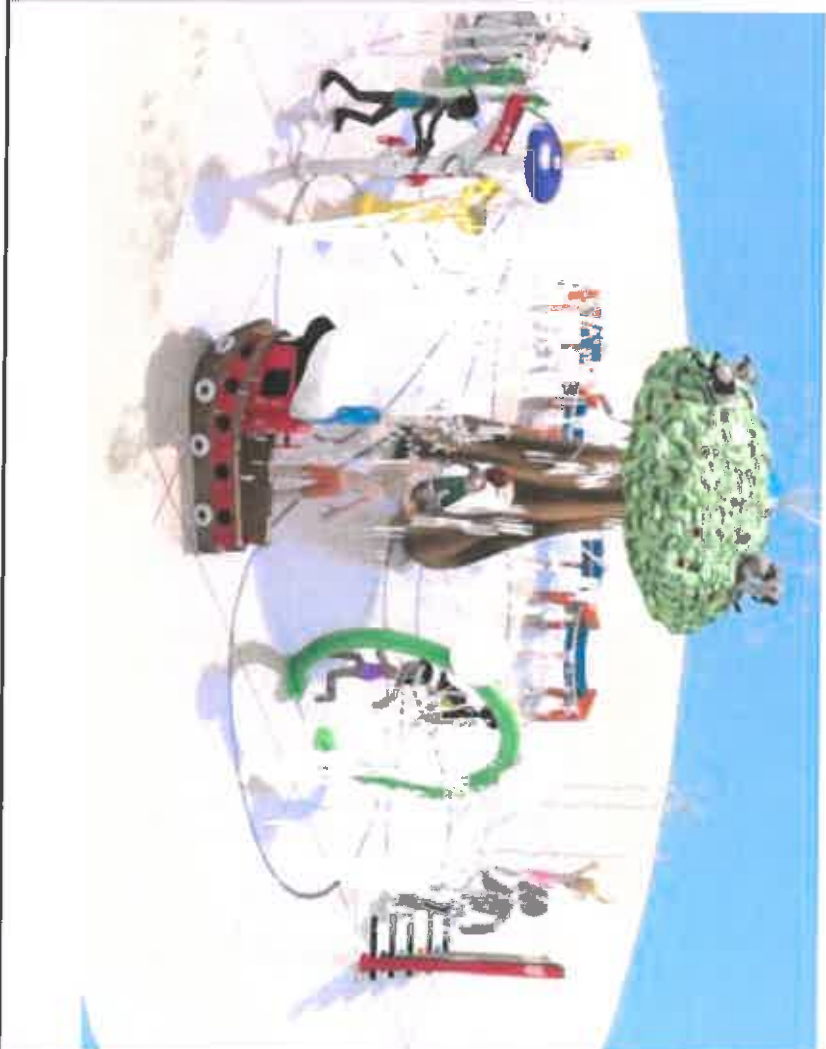
Outdoor Classroom



Splash Pad

- Phase I funded by the City

- Phase II funded by a Community Development Grant/California Department of Housing and Community Development



Special Needs & Handicap Accessible



Housing for Veterans

- HUD/VASH Program
Joint effort between the Housing and Urban Development and the VA
- HUD provides housing through its Housing Choice Voucher Program.
- Case Manager is assigned to the City to manage Veterans housing vouchers.



Other Ideas



One Grant at a Time.....





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM:	Presentation: Wastewater Treatment – presented by Lori Pearson
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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PREPARED BY:	Teresa Begley, City Clerk
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DATE:	March 10, 2015
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BACKGROUND:

Lori Pearson will give a presentation regarding the wastewater treatment process. This presentation is part of the City's educational process for staff development. Lori is currently enrolled at ITT Technical Institute in the Electrical Engineering Program. She intends to enhance her electronic mechanical skills in order to operate and repair the control panels, analyzers, chemical feeders, etc. that encompasses the treatment process.

Lori is an employee in the Utilities Department in Operations but formerly worked as a Lead in the Public Works Department before transferring. She says that the City of Groveland has taught her the importance of providing healthy water for the well being of the community and the absolute importance of reclaim water. The City has provided her with the ability to not only improve her family life but to advance her career with an education that will benefit her professional growth.

STAFF RECOMMENDATION: No action needed

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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Wastewater Treatment

By Lori Pearson



Contents

- ▶ License requirements
- ▶ Treatment Process
- ▶ Hazards
- ▶ Safety
- ▶ Diseases
- ▶ Security

LICENSE REQUIREMENTS

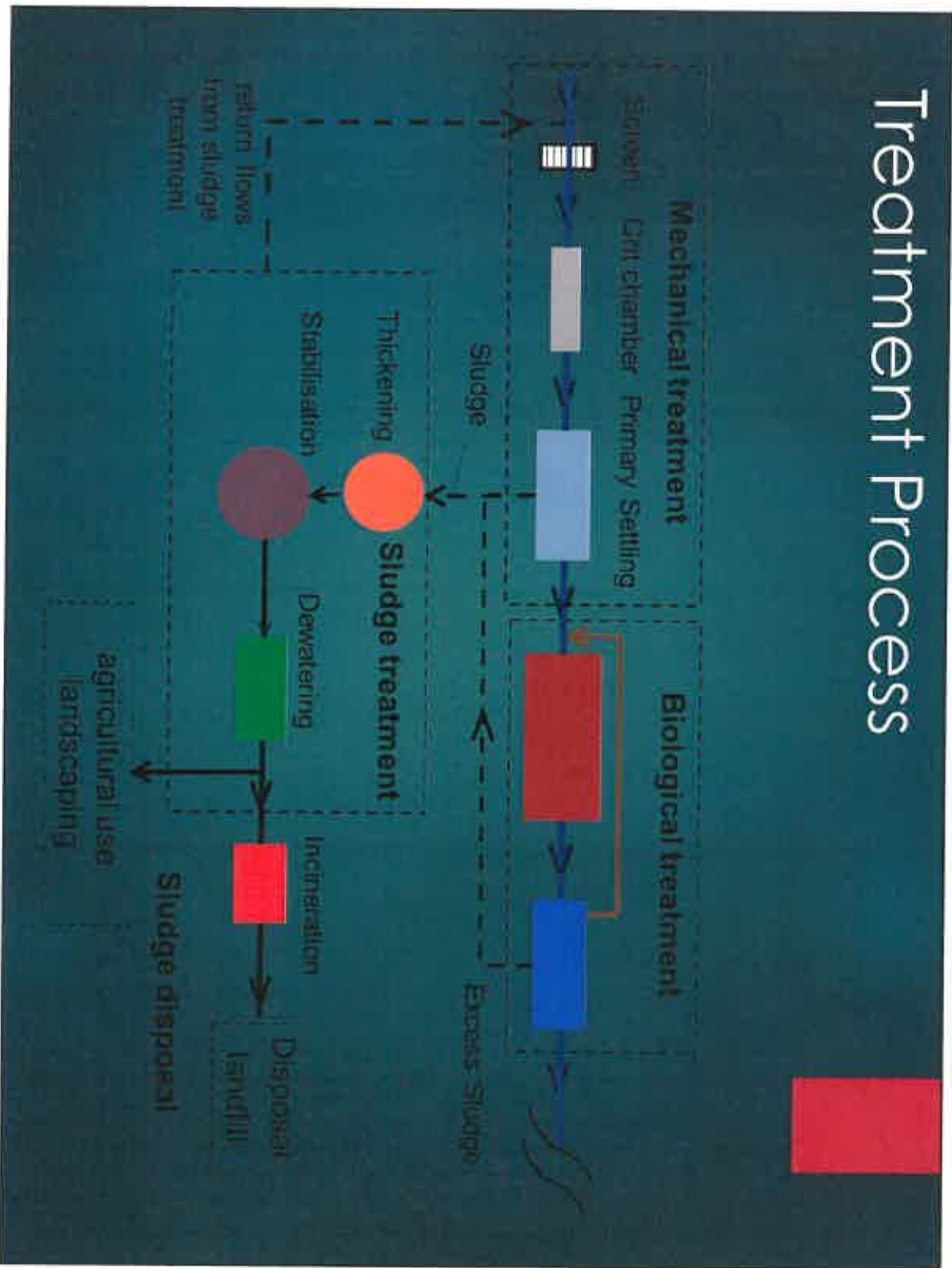


- ❖ MUST FINISH CALIFORNIA COURSE BOOKS
- ❖ MUST HAVE A MINIMUM A YEAR OF TRAINING BEFORE RECEIVING A LICENSE (2080 HOURS)
- ❖ MUST PASS A STATE TEST BEFORE RECEIVING A LICENSE

TREATMENT PLANT OPERATORS

- ❖ Responsible for the health and well being of the community in which they serve
- ❖ Responsible for the water leaving the plant. Making sure there are no outbreaks of waterborne diseases.
- ❖ Making sure the water is safe of disease causing organisms and toxic substances.
- ❖ Negligence could result in the death of a fellow human being.
- ❖ **Are required to follow State DEP rules 62-600**

Treatment Process



SAMPEY WWTP HEADWORKS (INFLUENT)



3/11/2015



SAMPEY WWTP AERATION BASIN



SUNSHINE WWTP CLARIFIER



SUNSHINE WWTP CLARIFIER



SAMPEY WWTP DIGESTER



SAMPEY WWTP DIGESTER



SUNSHINE WWTP DISC FILTERS



SUNSHINE WWTP CHLORINE CONTACT CHAMBER (EFFLUENT)



TYPES OF HAZARDS

- ▶ TOXIC OR SUFFOCATING GASES OR VAPORS
- ▶ CONFINED SPACES
- ▶ TOXIC OR HARMFUL CHEMICALS
- ▶ FIRES
- ▶ ELECTRIC SHOCK/STORED ENERGY
- ▶ NOISE
- ▶ PHYSICAL INJURIES
- ▶ INFECTIONS AND INFECTIOUS DISEASES
- ▶ OXYGEN DEFICIENCY OR ENRICHMENT
- ▶ DUSTS, FUMES, MISTS, GASES , AND VAPORS

SUNSHINE WWTP CHLORINE ROOM

- ❖ VERY DANGEROUS
- ❖ A POISONOUS
YELLOW/GREEN GAS
- ❖ A PUNGENT ODOR
- ❖ 2.5 TIMES HEAVIER THAN AIR
- ❖ LIQUID CHLORINES EXPANDS
RAPIDLY INTO GAS 457
TIMES
- ❖ EASILY LIQUIFIEDS UNDER
PRESSURE
- ❖ IT IS NOT CONSIDERED
FLAMMABLE, BUT WILL
SUPPORT COMBUSTION



▶ SUNSHINE WWTP
CHLORINE ROOM WITH
150 POUND CYLINDERS



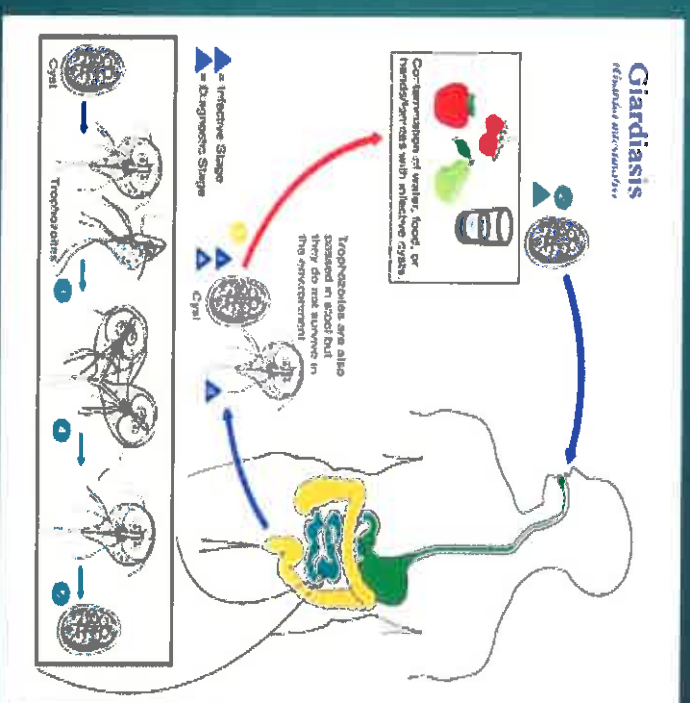
DISEASES FOUND IN WASTEWATER

- TYPHOID FEVER
- DYSENTERY
- HEPATITIS
- TETANUS
- MANY PATHOGENIC ORGANISMS CAN BE FOUND IN WASTEWATER. SOME OF THE DISEASES THAT MAY BE TRANSMITTED ARE ANTHRAX, TUBERCULOSIS, PARATYPHOID FEVER, COLERA, POLIO

Pathogens found in Biofilm

- *E. Coli*
- *Legionella pneumophila*
- *Pseudomonas*
- *Arthrobacter*
- *Acinetobacter*
- *Sarcina*
- *Micrococcus*
- *Proteus*
- *Klebsiella*
- *Enterobacter*

Giardiasis (Beaver Fever)



Giardiasis



SECURITY: WHERE AN ATTACK ON A WATER SYSTEM LIKELY WOULD OCCUR

- ▶ AQUIFER
- ▶ WASTEWATER AND WATER TREATMENT PLANTS
- ▶ DISTRIBUTION SYSTEMS
- ▶ RESERVOIR
- ▶ FIRE HYDRANTS
- ▶ IT IS A FEDERAL OFFENSE TO TAMPER WITH A WASTEWATER OR WATER FACILITY
- ▶ WE NEED TO STAY AWARE AND ALERT
- ▶ OUR WATER SYSTEMS ARE VULNERABLE

Geospatial Assessment Tool for Operations and Response



Floridadisaster.org/GATOR



Proclamation

Water Conservation Month April 2015

Whereas, water is a basic and essential need of every living creature; and

Whereas, the State of Florida, Water Management Districts and City of Groveland are working together to increase awareness about the importance of water conservation; and

Whereas, the City of Groveland and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

Whereas, the City of Groveland encourages and supports water conservation, through various educational programs and special events; and

Whereas, every business, industry, school and citizen can make a difference by helping save water and thus promoting a healthy economy and community; and

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its' citizens, do hereby proclaim the month of April 2015 as

WATER CONSERVATION MONTH

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 16th day of March 2015.



Tim Loucks, Mayor

Teresa Begley, City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM:	CDBG Update, Approval of Ten Eligible Applicants and Awarding of Contractor Bids
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Rodney Lucas, Economic Development Manager
DATE:	March 9, 2015

BACKGROUND: The City received a Community Development Block Grant (CDBG) from the State of Florida Department of Economic Opportunity (DEO) in the amount of \$650,000 to demolish and rehabilitate a minimum of nine homes to run from a period of July 31, 2013 to July 30, 2015. The grant has \$95,000 allocated towards administration cost with \$78,000 being awarded to Jordan & Associates and the balance to the city. The City advertised city wide and received a total of 26 applications and Jordan & Associates reduced the list down to 19 Prioritized Applicant List.

Jordan & Associates has managed our grant since the inception. They have qualified all applicants, assessed all properties, qualified all contractors and written quarterly reports to the state and federal government on our behalf. Jordan & Associate used their in house Housing Rehabilitation Specialist (HRS) to write up all 19 eligible applicants properties and used those write ups to supply contractors to bid. We received four bids out of eight from contractors from advertising and compiled the results in bid tabulation sheet. All contractors' credentials have been reviewed and verified through references and back ground checks, state agencies and pervious CDBG work by Jordan & Associate and staff.

In moving forward with our grant, staff recommends Council select the first ten eligible applicants from our Prioritized Applicant List (See Attachment 1); waive three (3) items from our Housing Assistance Plan (See Attachment 3); and award contracts based on the lowest and best bids (See Attachment 4).

Thus, we are seeking City Council approval on the following items:

- Approve Eligible Applicant list G1 through G10 setting a budget of \$384,876.53, plus contingency of 35%, \$134,706.79 for a grand total of \$519,583.32(Attachment 1)
- Waive the following (3) HAP requirements:
 - Waive requirement for each contractor to satisfactorily complete one (1) project through the CDBG Housing Rehabilitation Program before receiving any additional contracts (See Attachment 6)

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- Waive the requirement to award contracts for housing units with bids greater than fifteen percent (15%) above or below our Housing Rehabilitation Specialist (HRS) estimate (See Attachment 6)
- Waive maximum limits of \$65,000 per single family detached structure (CDBG-HR and CDBG-DRI). (See Attachment 5)
- Select Contractors based on lowest bid from the BID TABULATION on February 3, 2015 (See Attachment 2) to match the first ten (10) Eligible Applicants from the Prioritized Applicant List (See Attachment 1)

STAFF RECOMMENDATION: Motion to approve.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

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ATTACHMENT 1

#	Applicant Information			Housing Structure Information			Ranking Criteria			62	Disabled	SFHA	Recommendation
	Name(s)	Street Address	Parcel Alt. Key	Type	Year	Historic	HH Size	HH Income	V/LMI	Ranking Score			
1	Juanita Vera	1396 Ardmore Road	1643333	WF	1959	X	1	\$6,240.00	V	V/L -5.810			Demolition & New Constructio
2	Rehan Childs	135 Second Avenue	1397006	CMU	1957	X	1	\$8,328.00	V	V/L -3.722	X		Rehabilitation
3	Francisco & Ojelia Zamora	251 Arlington Road	1437296	WF	1964	X	2	\$13,020.12	V	V/L -2.709 88	X	X	Demolition & New Constructio
4	Lucia & Mauricio Garcia	223 Ladbetter Avenue	1720923	WF	1960	X	2	\$13,692.00	V	V/L -2.038	X	X	Demolition & New Constructio
5	Donna & Richard Bardon	1226 Demoselle Street	3815854	CMU	2004		3	\$18,304.32	V	V/L -1.485 68			Rehabilitation
6	Ervin & Eva Gaines	358 First Avenue	1397235	WF	1955	X	2	\$18,132.00	L	LMI -18.568	X		Demolition & New Constructio
7	Bernadette Crawford	1133 Stoneham Drive	3784127	CMU	2000		2	\$18,503.36	L	LMI -18.196,64	X	X	Rehabilitation
8	Alfredo Ruiz & Daisy Feliciano	203 Curtis Avenue	3807372	CMU	2003		2	\$19,488.00	L	LMI -17.212	X		Rehabilitation
9	Sherry Julien	282 Hidden View Drive	3774164	CMU	1996		3	\$33,133.90	M	LMI -16.416.1	X		Rehabilitation
10	Kevin & Rachel Drumm	535 E. Waldo Street	1762111	WF	1950	X	3	\$27,000.94	M	LMI -14.299 06			Rehabilitation

As previously indicated, the outcome of the discussions between the City of Groveland and Lake County will have a direct impact on how the project awards are recommended by our firm. If I understood the discussions correctly, the agreement between the City of Groveland and Lake County will likely result in one project being assisted – the G06, Gaines project. Upon receipt of a commitment letter from Lake County to this effect, it is my understanding that the City of Groveland is going to move forward with contracting the following projects upon acceptance by the City Council

Project ID	Contractor	Bid Amount
G01 Vera	Unison Development, LLC	\$62,760.00
G02 Childs	Ruby Builders, Inc	\$33,705.17
G03 Zamora	Unison Development, LLC	\$63,035.00
G04 Garcia	Unison Development, LLC	\$63,838.00
G05 Bardon	Ruby Builders, Inc.	\$28,463.70
G07 Crawford	Ruby Builders, Inc.	\$29,426.76
G08 Ruiz/Feliciano	Ruby Builders, Inc.	\$16,392.04
G09 Julien	Fla Homes, Inc. R/C	\$47,085.00
G10 Drumm	Ruby Builders, Inc.	\$40,170.86
Total Expenditures		\$384,876.53

This would encounter \$384,876.53 of the \$542,500 budgeted within the 144. Rehabilitation/Demolition/Replacement line item. Accounting for all prior expenditures made to date through this line item, we are budgeting approximately 35% for contingencies. We believe this contingency balance will allow us to address all unforeseen circumstances and still reserve sufficient CDBG funds to address the G06 Gaines project in the event that Lake County is unable to address this project

Additionally, there is a total of \$10,000 budgeted within the 08 Temporary Relocation line item to reimburse recipients for their incurred expenses associated with relocating from their homes during construction

ATTACHMENT 2

CITY OF GROVELAND CDBG-HR PROGRAM
BID TABULATION - 02/03/2015

	G01: Vera	G02: Childs	G03: Zamora	G04: L. & M. Garcia	G05: Bardou	G06: Gaines	G07: Crawford	G08: Ruiz & Falciano
15% Above HRS Estimate	\$91,425.00	\$30,295.60	\$91,425.00	\$91,425.00	\$26,864.00	\$91,425.00	\$24,751.45	\$17,451.25
HRS Estimate	\$79,500.00	\$26,344.00	\$79,500.00	\$79,500.00	\$23,360.00	\$79,500.00	\$21,523.00	\$15,175.00
15% Below HRS Estimate	\$67,571.00	\$22,492.40	\$67,575.00	\$67,575.00	\$19,856.00	\$67,575.00	\$18,504.55	\$12,898.75
Recommendation of Award	Unison Development, LLC \$62,760.00	Ruby Builders, Inc \$33,705.17 ¹	Unison Development, LLC \$63,035.00	Unison Development, LLC \$63,838.00	Ruby Builders, Inc \$28,463.70 ¹	Unison Development, LLC \$62,760.00 ¹	Ruby Builders, Inc \$29,426.76 ¹	Fila, Homes, Inc Realty/Construction \$22,873.00
Fila, Homes, Inc Realty/Construction	\$92,720.00	\$39,784.00	\$94,470.00	\$95,370.00	\$31,239.00	\$93,420.00	\$34,150.00	\$22,873.00
Homes in Partnership, Inc	\$81,577.00	No Bid	\$82,521.00	\$82,921.00	No Bid	\$85,777.00	No Bid	No Bid
Ruby Builders, Inc	No Bid	\$33,705.17 ¹	No Bid	No Bid	\$28,463.70 ¹	Ineligible to Bid	\$29,426.76 ¹	\$16,392.04 ¹
Unison Development, LLC	\$62,760.00	No Bid	\$63,035.00	\$63,838.00	No Bid	\$62,760.00 ²	No Bid	No Bid

¹The total bid amount has been adjusted based upon the results of the line item tabulation by Jordan & Associates.
²Recommendation of award is contingent upon potential assistance to be provided through Lake County Housing Services

ATTACHMENT 2

CITY OF GROVELAND CDBG-HR PROGRAM
BID TABULATION - 02/03/2015

	G09: Julien	G10: Drumm	G11: Crook	G12: A & J Garcia	G13: Ware & Maldonado	G14: Brantum	G15: Bedward	G16: Moulton
15% Above HRS Estimate	\$40,940.00	\$27,628.75	\$60,024.25	\$30,848.75	\$45,718.25	\$45,609.00	\$27,686.25	\$36,041.00
HRS Estimate	\$35,600.00	\$24,025.00	\$52,195.00	\$26,825.00	\$39,755.00	\$39,660.00	\$24,075.00	\$31,340.00
15% Below HRS Estimate	\$30,260.00	\$20,421.25	\$41,165.75	\$22,801.25	\$33,791.75	\$35,711.07	\$20,869.75	\$29,635.00
Recommendation of Award	Fia Homes, Inc Realty/C construction \$47,085.00	Ruby Builders, Inc \$40,170.86 ¹						
Fia Homes, Inc Realty/C construction	\$47,085.00	\$74,532.00	\$69,989.00	\$45,407.00	\$49,643.00	\$59,687.00	\$40,065.00	\$63,796.00
Homes in Partnership, Inc	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Ruby Builders, Inc	\$49,252.43 ¹	\$40,170.86 ¹	\$78,959.83 ¹	\$45,500.14 ¹	\$45,868.82 ¹	\$52,724.58	\$41,049.26 ¹	\$39,706.88
Unison Development, LLC	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

¹The total bid amount has been adjusted based upon the results of the line item tabulation by Jordan & Associates.

The total bid amount cannot be confirmed through line item tabulation by Jordan & Associates, as one or more line items of the Work Write-Up/Bid Form were not completed. Jordan & Associates Recommendation: Bid Rejection

ATTACHMENT 2

**CITY OF GROVELAND CDBG-HR PROGRAM
BID TABULATION - 02/03/2015**

	G17: Graham	G18: Hart	G19: Woods
15% Above HRS Estimate	\$105,225.00	\$45,689.50	\$28,876.50
HRS Estimate	\$91,500.00	\$39,730.00	\$25,110.00
15% Below HRS Estimate	\$78,775.00	\$33,770.50	\$21,341.50
Recommendation of Award			
Fila Homes, Inc. Ready/C construction	\$129,813.00	\$68,618.00	\$39,529.00
Fiones in Partnership, Inc.	A \$91,268.00 B \$95,753.00	No Bid	No Bid
Ruby Builders, Inc.	No Bid	\$43,856.45¹	\$34,467.24¹
Unison Development, LLC	\$73,750.00¹	No Bid	No Bid

¹The total bid amount has been adjusted based upon the results of the line item tabulation by Jordan & Associates.



ATTACHMENT 3

GROVELAND CDBG-HR PROGRAM SUMMARY AGENDA



- A. Present Recommendation of Award Letter and Bid Tabulation to the City Council for review and acceptance.
- B. Request the City Council's consideration of a motion to:
 - i. Waive the requirement for each contractor to satisfactorily complete one (1) project through the CDBG Housing Rehabilitation Program before receiving any additional contracts and the per contractor cap of three (3) projects under construction at one time described in Chapter VI, Section C of the city's adopted Housing Assistance Plan (HAP);
 - ii. Waive the requirement to award contracts for housing units with bids greater than fifteen percent (15%) above or below our Housing Rehabilitation Specialist's estimates described in Chapter VI, Section C of the City's adopted HAP, thereby exercising the City's right to make awards in the best interests of the City;
 - iii. Waive the \$65,000 cost limits described in Chapter IV, Section C of the City's adopted HAP;
 - iv. Authorize City staff to offer contracts based upon:
 - a. The above-described City Council directives;
 - b. The guidelines established within the City's adopted HAP;
 - c. The City Attorney's review and approval of CDBG contract documents;
 - d. The available balance of budgeted CDBG funds; and
 - e. The best interests of the City.



ATTACHMENT 4



February 19, 2015

Mayor Tim Loucks
Groveland City Council
156 S. Lake Avenue
Groveland, FL 34736

Re: Recommendation of Award
CDBG Housing Rehabilitation Program
DEO Contract # 14DB-OI-06-45-02-H10

Dear Mayor Loucks and Groveland City Council:

We are pleased to appear before you to report significant accomplishments within the City of Groveland's current CDBG Housing Rehabilitation (CDBG-HR) Program.

To briefly summarize the progress to date, the city received a total of twenty-six (26) resident applications. Of these applicants, all were reviewed and nineteen (19) were determined to be eligible for inclusion within the city's CDBG Housing Rehabilitation Program. These eligible applicants were included within the Pre-Bid Conferences conducted on January 12-13, 2015. Additionally, a total of eight (8) contractor applications were submitted to the city. Each of these applications were pre-qualified and invited to attend the scheduled Pre-Bid Conferences, as well. We have enclosed support documentation to provide additional detail relative to the submitted resident and contractor applications for your review.

On February 3, 2015, bids were accepted and opened for nineteen (19) housing units as part of the City of Groveland's CDBG Housing Rehabilitation (CDBG-HR) Program. A total of four (4) pre-qualified contractors have submitted bids for consideration, and Jordan & Associates has completed a line item review of each accepted bid. The data reflected in the attached Bid Tabulation Sheet represents the results of our line item review.

It is our understanding that city staff is currently pursuing a potential agreement with Lake County that would result in additional resources to address the demonstrable need for housing rehabilitation assistance throughout the City of Groveland. Until additional information becomes available regarding this potential agreement, we cannot recommend making individual awards, as the level of involvement between the city and Lake County may have a direct impact on how the project awards would be made.

Notwithstanding, we believe it is imperative to address the City Council for the purpose of considering all applicable operational objectives and policies outlined within the city's adopted Housing Assistance Plan (HAP) and to request direction and the necessary authorization from the City Council to make awards upon receipt of all necessary information pertaining to the potential agreement with Lake County.

More specifically, we have identified three (3) operational objectives and policies within the city's adopted HAP that will require further direction from the City Council. For your convenience, you may reference the following excerpts of these operational objectives and policies and our recommendations for City Council's consideration:

Chapter VI, Section C:

Each contractor must satisfactorily complete one job through the CDBG housing programs before receiving any additional contracts. No contractor shall be allowed to have more than three (3) projects under construction at one time without consent of the PA unless:

- 1. The anticipated date of commencement is after the scheduled and estimated date of completion of current projects.*
- 2. The contractor has demonstrated through past performance, the ability to satisfactorily complete multiple contracts in a timely manner, thereby causing no impact on project and program completions.*

This rule may be waived by the City Council if it is determined that there is an inadequate pool of qualified bidders, if the bids are excessive, or if other extenuating circumstances arise.

As previously indicated, only four (4) pre-qualified contractors submitted bids for the nineteen (19) projects that were bid out. For this reason, we have determined that it would be in the city's best interest to waive the requirement for each contractor to satisfactorily complete one (1) project through the CDBG-HR Program before receiving any additional contracts and the per contractor cap of three (3) projects under construction at one time. This would ensure the completion of these projects within the contractual period of agreement established between the city and the Florida Department of Economic Opportunity (DEO).

Chapter VI, Section C:

The HRS will generally recommend the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate. Bidding procedures will adhere to the City's Procurement Policy. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

The City and the recipient reserve the right to reject any and all bids and to award in the best interest of both the City and the recipient.

Through our line item review of each accepted bid, we have determined that the lowest responsible bids submitted for seventeen (17) projects exceed plus or minus fifteen percent (15%) of the Housing Rehabilitation Specialist's (HRS) estimates. This set of circumstances is primarily attributed to the low level of participation by pre-qualified contractors and the subsequent competitiveness in the bidding process, as only two (2) pre-qualified contractors submitted bids for fourteen (14) of these projects. For this reason, we have determined that it would be in the city's best interest to waive the requirement to award contracts for housing units with bids greater than fifteen percent (15%) above or below the HRS' estimates.

Chapter IV, Section C:

Pertaining to the CDBG-HR program and where applicable, the CDBG-DRI program, the following cost limits are applicable as an additional means of guarding against program penalties for substantial reconstruction of a structure. These limits may be exceeded, but must be specifically addressed and approved by the City Council as exceeding the described limits.

\$65,000 per single family detached structure (CDBG-HR and CDBG-DRI)

Through our line item review of each accepted bid, we have determined that the lowest responsible bids submitted for two (2) projects exceed this \$65,000 threshold. This set of circumstances is primarily attributed to reasonable fluctuations in the current local residential construction market. For this reason, we have determined that the aforementioned bids are reasonable, and we have determined that it would be in the city's best interest to waive the \$65,000 cost limits.

February 19, 2015
Mayor Tim Loucks
Groveland City Council
Recommendation of Award
Page 4

The city's adopted HAP specifically authorizes the City Council to waive CDBG program operational objectives and policies, through the following language:

Chapter II, Section B, Part 5

Allow flexibility in administering the programs in order to meet the program's goals and objectives. The City Council may waive program rules only when the result will be consistent with established goals, objectives and applicable federal, state or local regulations.

Our office worked closely with city staff and the City Council dating back to the Commission's adoption of the HAP in May of 2012, to ensure this language was included in anticipation of extenuating circumstances such as those described herein. This language affords the City Council the ability to remain flexible in managing these circumstances to ensure a successful CDBG-HR Program.

It is our great pleasure and distinct honor to administer the City of Groveland's CDBG-HR Program, and we have enjoyed working closely with city staff to prepare this recommendation of award in a thoughtful manner that ensures consistency with all operational objectives and policies of the city's adopted HAP. With your direction and the necessary authorization from the City Council, we look forward to scheduling Pre-Construction Conferences with the awarded contractors and the residents involved in this bidding process. Upon execution of contract documents, we look forward to overseeing the subsequent construction of many housing units throughout the City of Groveland.

Should you have any questions or concerns regarding this recommendation, please do not hesitate to contact me at (904) 264-6203 or by e-mail at jwinter@jordangrants.com.

Sincerely,



Jeffrey C. Winter
Senior Project Manager
Jordan & Associates

Enclosures (3)

- c. Meet applicable local zoning requirements.
- d. Leave at least 20% of the original structure based upon the formula provided in this section, except in the case of demolition/replacement.
- e. Not exceed the program costs noted in this HAP, unless specifically addressed and approved by the City Council.
- f. Be made reasonably accessible to handicapped/elderly occupants, when the structure is occupied by such.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the structure are considered, with each component weighted to total 100% of the structural value. These components and ratios are:

Roof – 20%

Exterior Walls – 60%

Flooring system – 20%

Example: Assume 50% of the roof must be replaced, 50% of the exterior walls must be replaced and 25% of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to 10% of the structure, 50% replacement of the exterior walls is equal to 30% of the structure, and 25% replacement of the flooring system is equal to 5% of the structure. Thus replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55% of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the HRS. Should significant deterioration occur between application and time the structure is scheduled for rehabilitation, the structure will be re-evaluated for continued eligibility. The decision to replace the structure with an alternate unit or to request a change in type of rehabilitation in accordance with current DEO contract requirements will be made by the HRS.

Pertaining to the CDBG-HR program and where applicable, the CDBG-DRI program, the following cost limits are applicable as an additional means of guarding against program penalties for substantial reconstruction of a structure. These limits may be exceeded, but must be specifically addressed and approved by the City Council as exceeding the described limits.

\$65,000 per single family detached structure (CDBG-HR and CDBG-DRI)

\$50,000 per unit of a multi-unit structure (CDBG-DRI)

\$30,000 per mobile/manufactured structure (CDBG-HR and CDBG-DRI)

In addition, the cost of CDBG-HR and CDBG-DRI rehabilitation may not exceed the after-rehabilitation value of the structure. In the absence of conflicting information, the mobile/manufactured structure cost limits shall be assumed to meet this requirement. For site-built structures, the total cost of rehabilitation may not exceed \$75 per square foot of structure area, excluding septic tank, well or water/sewer hook-ups, which is less than the cost of new

Each contractor must attend a pre-bid conference held at the project site, or except in the case of CDBG-NSP, inspect the structure under the owner's supervision. Failure to do so will result in automatic rejection of the contractor's submitted bid for the project.

Sealed bids will be opened at a public bid opening. The HRS will generally recommend the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15%) of the cost estimate. Bidding procedures will adhere to the City's Procurement Policy. Bids below the fifteen percent (15%) threshold will be reviewed and are not automatically disqualified.

The City and the recipient reserve the right to reject any and all bids and to award in the best interest of both the City and the recipient. The recipient must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the CDBG housing programs before receiving any additional contracts. No contractor shall be allowed to have more than three (3) projects under construction at one time without consent of the PA unless:

1. The anticipated date of commencement is after the scheduled and estimated date of completion of current projects.
2. The contractor has demonstrated through past performance, the ability to satisfactorily complete multiple contracts in a timely manner, thereby causing no impact on project and program completions.

This rule may be waived by the City Council if it is determined that there is an inadequate pool of qualified bidders, if the bids are excessive, or if other extenuating circumstances arise.

D. Contracting and Construction

The HRS shall present each case to the PA before the DPL and contract are signed. The DPL amount, contract amount, construction contractor, unit and recipient eligibility shall be reviewed and approved by the PA.

The rehabilitation contract is executed between the recipient and the construction contractor, except in the case of CDBG-NSP, where the contract is between the construction contractor and the City (or Housing Finance Loan Recipient).

For owner-occupied units, the rehabilitation contract and DPL shall be executed and closed simultaneously, with the three (3) day rescission period running simultaneously for both legal agreements.

For CDBG-NSP units, repairs must be addressed before occupancy and will be included in the final DPL with any other CDBG-NSP assistance approved by the PA. The City may grant a portion of rehabilitation costs in order to make a unit feasible in terms of loan-to-value ratio for an income-eligible household. The HRS shall recommend to the PA any waivers of the DPL requirement in favor of a grant on repairs only on a case by case basis when the HRS determines it to be in the best interest of the program and the City. The City Council shall approve each such grant before award to an HRS recommended buyer. The primary purpose of any such grant shall be to address unexpected repair costs and Acts of God that drive the repair costs up to a point where total project costs would exceed the total value of the finished unit (loan-to-value ratio exceeded). DPL agreements are executed by an authorized designee of the City Council.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM:	Interlocal Agreement: HOME Investment Partnerships Program
CITY GOAL:	Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.
PREPARED BY:	Rodney Lucas, Economic Development Manager
DATE:	March 9, 2015

BACKGROUND: The City of Groveland has been invited by Lake County Department of Economic Development & Community Services Housing Services Division to sign an Interlocal Agreement for a period of three federal fiscal years (Fiscal years 2015, 2016, 2017) commencing on October 1, 2015 and ending September 30, 2017 through the HOME Investment Partnerships Program to address national housing policy of decent, safe, sanitary, and affordable housing for the citizens of Lake County and City of Groveland.

This partnership would allow us to be included in Lake County Five Year Comprehensive Plan and their staff would process all applications and administer the program. The program would assist a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

Under this agreement as a member of the consortium our program year cycle (October 1 to September 30) has to match for CDBG and HOME.

STAFF RECOMMENDATION: Motion to approve.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

INTERLOCAL AGREEMENT HOME INVESTMENT PARTNERSHIP

THIS INTERLOCAL AGREEMENT is made and entered into at Lake County, Florida, effective the first day of October 2015, by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County and the City of Groveland, a municipal corporation of the State of Florida, hereinafter referred to as "City".

WHEREAS, the U.S. Congress has found that inadequate progress has been made towards the national housing policy goal to provide decent, safe, sanitary and affordable living environments for all citizens; and,

WHEREAS, the National Affordable Housing Act of 1990 authorized Federal funding for jurisdictions that would establish programs to increase the number of families served with decent, safe, sanitary and affordable housing, and expand the long-term supply of affordable housing in accordance with the HOME Investment Partnerships Act; and,

WHEREAS, the HOME Investment Partnerships Act authorized a consortium of geographically contiguous units of general local government for the purpose of becoming a participating jurisdiction in the HOME Program; and,

WHEREAS, Section 163.01, *Florida Statutes*, Florida Interlocal Cooperation Act of 1969, authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and,

WHEREAS, it is the intent of the County and City to utilize the power and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed between the County and City as follows:

Section 1. Purpose.

This Agreement is entered into to allow the County and City to work together in a cooperative effort to meet the national housing policy of decent, safe, sanitary, and affordable housing for the citizens of the Lake County and City of Groveland. Further, this Agreement is entered into as a legally binding cooperation Agreement so as to form a consortium within the meaning of the National Affordable Housing Act of 1990, and so as to meet the requirements of the Department of Housing and Urban Development (HUD) for the designation of the County and City as a consortium.

Section 2.

Status.

The City and County hereby form a consortium to be known as the Lake County HOME Consortium. The consortium shall be a unit of local government, for funding purposes under the HOME Program, upon designation by HUD.

Section 3.

Term.

This Agreement shall be elective for a period of three federal fiscal years (Fiscal years 2015, 2016, 2017) commencing on October 1, 2015 and ending on September 30, 2017. This agreement shall be automatically renewed for three-year qualification periods, unless: (1) any of the member jurisdictions provide written notice of their decision not to participate in a new three-year qualification period, or (2) one or more of the jurisdictions fail to adopt, and to submit, to HUD an amendment to this Agreement that incorporates all changes necessary to meet Cooperation Agreement requirements as prescribed by HUD in the Consortia Qualification Notice that is applicable to a subsequent qualification period. The County shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the City in writing of their right not to participate in the Consortium. All units of general local government that are members of the consortium will be on the same program year (October 1 to September 30) for CDBG and HOME.

Section 4.

Lead

Agency.

The County shall be the member unit of general local government authorized to act as the representative of the Lake County HOME Consortium in its dealings with HUD and shall be the lead entity, having overall responsibility to comply with the requirements of HUD pertaining to the approval of the Lake County's HOME Consortium and funding of the housing affordability strategy to be adopted by the County and City. The County also assumes overall responsibility of ensuring that the consortium's HOME Program is carried out in compliance with the requirements of the HOME Program including requirements concerning a Consolidated Plan in accordance with HUD regulation in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350.

Section 5.

Cost of Administer

Program.

In recognition of the fact that County will primarily administer the HOME Investment Partnership's Program, funds received from HUD for administrative costs shall be used solely by the County for program administration.

Section 6. Consolidated Plan.

The County shall prepare the Consolidated Plan, which shall apply to both the County and City and which shall meet the requirements of applicable Federal regulations.

Section 7. Allocation of Funding.

HOME Program allocations by HUD shall be used as approved by the Lake County Board of County Commissioners and the City Commission. In the event the County and City are unable to agree, the HOME funds shall be distributed, in the City and the County based upon the ratio of population. The County shall be responsible for administering all projects approved through this process.

Section 8. Certifications.

The County and City certify that each will cooperate with the other to undertake or aid to assist in undertaking housing assistance activities for the HOME Investment Partnerships Program and that each will affirmatively further fair housing. Further, the City and County will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Acts of 1970, as amended, and the requirements governing the Residential Anti-displacement and Relocation Plan pursuant to Section 104(d) of the Housing and Community Development Act of 1974.

Section 9. Termination.

The consortium agreement must, at a minimum, remain in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No consortium member may withdraw from the agreement while the agreement remains in effect. The new agreement is governed by the requirements of the then current Consortium Qualification notice.

Section 10. Authorizing Resolutions.

Prior to executing this Agreement, the City and County shall each adopt resolutions which shall authorize the City and County to form the Lake County HOME Consortium and which will authorize the chief elected official of the County and City to execute this Agreement.

Section 11. Legal Certifications.

The Lake County Attorney shall deliver a written statement that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities pursuant to HOME Investment Partnership's Program.

Section 12. Employee Status.

Persons employed by the County and City who perform services or functions pursuant to this Agreement shall not be deemed to be employees of the other governmental entity. The County and City shall remain obligated to provide their respective employees with worker's compensation protection, salary and pension benefits, civil service or other employee rights and privileges.

Section 13. Notices.

Formal notices pertaining to this Agreement shall be in writing, sent by U.S. Mail or hand delivery, addressed to the following:

City of Groveland
4 N. Grove Street
P.O. Drawer 68
Groveland, Florida 32727-
0068

Lake County
Board of County Commissioners
PO Box 7800
Tavares, Florida 34230-0008

Section 14. Counterparts.

This Agreement may be executed in counterparts; each executed counterpart to be deemed an original and all of which shall constitute but one and the same instrument.

ATTEST:

CITY OF GROVELAND

MAYOR

CITY CLERK

DATE



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM:	Extension to Agreement between City and C.W. Roberts Contracting, Inc. re: Remediation to Catherine Lane & Wendell Avenue
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CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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PREPARED BY:	Anita Geraci-Carver
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DATE:	February 16, 2015
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BACKGROUND:

As part of a CDBG grant the City contracted for sewer connections to qualifying residences along Catherine Lane and Wendell Avenue. The contractor failed to complete the project in accordance with the Contract terms and specifications. The City requested the contractor to complete the project to no avail. The City submitted a claim against the contractor's bond, and the claim is currently pending. To ascertain the damages incurred by the City to remediate the construction of Catherine Lane and Wendell Avenue the City issued an Invitation to Bid. Three Bids were submitted. The City approved the attached Agreement for remediation of the construction of Catherine Lane and Wendell Avenue inclusive of the scope of work developed by the City's consulting engineer, TSR Consultants. The Agreement is contingent on the City obtaining funds from the bond to complete the remediation. However, the work needs to be completed, and it is staff's desire to extend the Agreement and proceed with the work, rather than waiting to see if the City recovers money. The extension will allow the City staff to issue the Notice to Proceed so work can begin.

STAFF RECOMMENDATION: Motion to Approve Extension to Agreement

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

**EXTENSION TO AGREEMENT BETWEEN
CITY OF GROVELAND, FLORIDA AND
C.W. ROBERTS CONTRACTING, INC.**

THIS EXTENSION TO AGREEMENT is dated as of the _____ day of _____ in the year 2015 by and between the **CITY OF GROVELAND**, Florida, a municipal corporation, 156 S. Lake Avenue, Groveland, Florida 34736, hereinafter called the **CITY**, and **C.W. ROBERTS CONTRACTING, INC.**, a Florida corporation, 4208 County Road 124-A, Wildwood, Florida 34785 hereinafter called the **CONTRACTOR**.

RECITALS

WHEREAS, **CONTRACTOR** was chosen as contractor pursuant to sealed bid under Section 287.057, Florida Statutes, following the guidelines set forth under such statute; and

WHEREAS, **CONTRACTOR** was found to be most responsive, responsible, low bidder to provide construction services for the Remediation to Construction of Catherine Lane and Wendell Avenue Project, Invitation to Bid #2014-08-01; and

WHEREAS, the **CONTRACTOR** and **CITY** entered into that certain Agreement dated October 6, 2014, and **CITY** and **CONTRACTOR** desire to extend the term of the Agreement.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **CITY** and **CONTRACTOR** mutually agree that the Agreement is in full force and effect, and is not null and void.

(Signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have signed this Extension to Agreement.

CONTRACTOR: C.W. ROBERTS CONTRACTING, INC.,

ATTEST:

BY: _____
(Signature)

WITNESSES:

NAME: _____
(Print)

TITLE: _____

DATE: _____

CITY:

APPROVED:

WITNESSES:

CITY OF GROVELAND, FLORIDA

(City Manager)

DATE: _____

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, FL

ATTEST:

Teresa Begley
City Clerk

**AGREEMENT BETWEEN
CITY OF GROVELAND, FLORIDA AND
C.W. ROBERTS CONTRACTING, INC.**

SCOPE OF WORK AGREEMENT

THIS AGREEMENT is dated as of the 16TH day of OCTOBER in the year 2014 by and between the **CITY OF GROVELAND**, Florida, a municipal corporation, 156 S. Lake Avenue, Groveland, Florida 34736, hereinafter called the **CITY**, and **C.W. ROBERTS CONTRACTING, INC.**, a Florida corporation, 4208 County Road 124-A, Wildwood, Florida 34785 hereinafter called the **CONTRACTOR**.

THE PARTIES TO THIS CONTRACT AGREE THAT THIS CONTRACT IS CONTINGENT ON THE CITY OF GROVELAND'S RECEIPT OF FUNDS FROM AMERICAN SAFETY CASUALTY INSURANCE COMPANY (ASCIC) IN AN AMOUNT EQUAL TO OR GREATER THAN THE CONTRACT PRICE. IN THE EVENT CITY DOES NOT RECEIVE SUCH FUNDS ON OR BEFORE DECEMBER 1, 2014, THIS CONTRACT SHALL BE DEEMED VOID AND OF NO FURTHER EFFECT UNLESS THE PARTIES AMEND THIS AGREEMENT IN WRITING SIGNED BY BOTH PARTIES.

RECITALS

WHEREAS, **CONTRACTOR** was chosen as contractor pursuant to sealed bid under Section 287.057, Florida Statutes, following the guidelines set forth under such statute; and

WHEREAS, **CONTRACTOR** was found to be most responsive, responsible, low bidder to provide construction services for the Remediation to Construction of Catherine Lane and Wendell Avenue Project, Invitation to Bid #2014-08-01; and

WHEREAS, the **CONTRACTOR** desires to perform such construction services subject to the terms of this Agreement; and

WHEREAS, where not in conflict herewith, the terms of the Invitation to Bid 2014-08-01 are incorporated herein; and

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. WORK

- 1.1 **CONTRACTOR** shall complete all Work (or Scope of Services) as specified or indicated in the Contract Documents. The Work is generally described as follows:

**REMEDIALTION TO CONSTRUCTION OF CATHERINE LANE
AND WENDELL AVENUE
BID NO. 2014-08-01
CITY OF GROVELAND
LAKE COUNTY, FLORIDA**

This project includes remediation to the construction along Catherine Lane and Wendell Avenue which shall include the following:

- Mill, pave and stripe the asphalt of Catherine Lane and reconstruct with one smooth, even and durable application of asphalt to meet the intent of the project and comply with acceptable construction practices.
- Mill, pave and stripe the asphalt of Wendell Avenue and reconstruct with one smooth, even and durable application of asphalt, per the specification of the plans.
- Asphalt to be constructed in two ¾" lifts, for a total of 1 1/2" inches.
- Reinstall all missing or disrupted pavement markings, per the approved construction plans.
- Work shall be in as required by the City of Groveland's Manual of Standards for Construction and the approved construction plans on file with the City.

ARTICLE 2. MANNER OF PERFORMING WORK

- 2.1 On the terms and conditions set forth in this Agreement, CITY hereby engages CONTRACTOR to perform and complete all Work in a professional and workmanship like manner, and shall conform to the industry standards in Central Florida for roadway construction. All materials being utilized in the construction and all workmanship shall be completed to the satisfaction of the Public Works Director and TSR Consultants, Inc, (City's Project Engineer).

ARTICLE 3. CONTRACT TIME

- 3.1 The Work shall be Complete as follows:
- 3.1.1. The Work shall be substantially completed with 45 days from the date the Notice to Proceed is issued ("Substantial Completion") and finally completed and ready for its intended use and final payment within 60 days from the date the Notice to Proceed is issued ("Final Completion").
- 3.1.2 All time limits for Substantial Completion and Final Completion are of the essence.

- 3.2 CONTRACTOR recognizes that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified in above, plus any extensions thereof approved in an addendum to this Agreement and signed by CITY. CONTRACTOR acknowledges that proving the actual loss and damages suffered by CITY if the Work is not completed on time is impracticable and not susceptible to exact calculation. Accordingly, instead of requiring any such proof, CONTRACTOR agrees that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay CITY One Hundred Fifty Dollars (\$150.00) for each day that expires beyond the time specified in paragraph 3.1 above for Final Completion. \$5,000 of the Contract Price shall be consideration for inclusion of this Liquidated Damages provision.
- 3.3 In addition to the liquidated damages, there shall be additional incidental damages paid by the CONTRACTOR to the CITY for failure to timely complete the work. These may include, but not be limited to, delay damage settlements or awards owed by CITY to others, inspection and engineering services, interest and bond expense, delay penalties, fines or penalties imposed by regulatory agencies, contract damages, and professional fees (including attorneys' fees) incurred by CITY in connection with CONTRACTOR'S failure to timely complete the work.

ARTICLE 4. CONTRACT PRICE

- 4.1 CITY shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the Contract Price of THIRTY-SEVEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND 00/100, (\$37,760.00) as more particularly set forth in CONTRACTOR'S Bid attached hereto and incorporated herein as **EXHIBIT A**.
- 4.2 The CONTRACTOR agrees that the Contract Price is a stipulated sum in accordance with the Bid and agrees to perform all of the WORK as described in the CONTRACT DOCUMENTS, subject to additions and deductions by Change Order. The CITY shall pay the CONTRACTOR only for the Contract Price.

ARTICLE 5. PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit applications for payment to TRichardson@TSRConsultants.com which TSR Consultants will process for payment for work completed and in duplicate to CITY c/o Finance Director, 156 S. Lake Avenue, Groveland, FL 34736. Each application shall contain the designation "**Remediation to Construction of Catherine Lane and Wendell Avenue**" and shall signify the percentage complete. Attachments to the applications for payment shall identify critical, descriptive data.
- 5.2 The CITY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

- 5.3 Prior to Substantial Completion, progress payments will be made in an amount equal to 90% of the Work completed (with the balance being retainage), but, in each case, less the aggregate of payments previously made and less such amounts as TSR Consultants may determine or CITY may withhold, including but not limited to liquidated damages. Upon Substantial Completion, CITY shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as TSR Consultants shall determine and less 100% of TSR Consultants' estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion. Upon final completion and acceptance of the Work, CITY shall pay the remainder of the Contract Price as recommended by TSR Consultants. However, 2% of the Contract Price shall be retained until Record Drawings, testing reports, specifications, addenda, modifications, and shop drawings are delivered to and accepted by TSR Consultants.
- 5.4 Other than as set forth in this Agreement, the CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONTRACTOR hereby agrees that the Contract Price is fully loaded and includes all overhead common expenses, travel expenses, administrative and technical support expenses and computer expenses, and administrative expenses.

ARTICLE 6. CITY RESPONSIBILITIES

- 6.1 CITY shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed. CITY will designate one staff member to act as CITY'S Project Manager.
- 6.2 CITY shall pay CONTRACTOR, in accordance with the provisions of Article 5 above for required services timely submitted and approved and accepted by CITY in accordance with the terms of this Agreement and the Contract Documents.
- 6.3 The CITY will provide to the CONTRACTOR all necessary and available GIS data, data developed and/or within the possession of the CITY, and any other data the CITY possesses that would be useful to the CONTRACTOR in the completion of the required services, as requested by CONTRACTOR.

ARTICLE 7. CONTRACTOR'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement CONTRACTOR make the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- 7.2 CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect costs, progress, and performance of the

Work.

- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- 7.4 CONTRACTOR has carefully studied the engineer's drawings, and is aware of the nature of the Work to be performed.
- 7.5 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.6 CONTRACTOR has given TSR Consultants written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contractor Documents, and the written resolution thereof by TSR Consultants is acceptable to CONTRACTOR
- 7.6 The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8. LICENSES, APPROVALS AND PERMITS

- 8.1 Contractor shall obtain all licenses, permits or approvals required for the scope of work at Contractor's expense as part of the Total Contract Price.

ARTICLE 9. CONDITION OF PREMISES

- 9.1 The CONTRACTOR shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Work, the CONTRACTOR shall remove waste materials, rubbish, the CONTRACTOR'S tools, construction equipment, machinery and surplus materials from and about the Project.

ARTICLE 10. PERFORMANCE BOND AND PAYMENT BOND

- 10.1 The CONTRACTOR shall to furnish bonds covering faithful performance of the Agreement and payment of obligations arising here under on the date of execution of the Contract or no later than commencement of the Work.
- 10.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the CONTRACTOR shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 11. WARRANTIES BY CONTRACTOR

- 11.1 CONTRACTOR warrants that all materials will be new materials, unless otherwise specifically agreed upon or disclosed, and that the labor and materials supplied by CONTRACTOR and used in performing this contract will be free of defects for a period of three (3) years from the date of the final completion.

ARTICLE 12. CORRECTION OF WORK

- 12.1 The CONTRACTOR shall promptly correct Work rejected by TSR Consultants or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work including additional testing and inspections, the cost of uncovering and replacement, and compensation for TSR Consultants' services and expenses made necessary thereby, shall be at the CONTRACTOR'S expense.
- 12.2 In addition to the CONTRACTOR'S obligations in this Agreement, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established in this Agreement, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall correct it promptly after receipt of written notice from the CITY to do so unless the CITY has previously given the CONTRACTOR a written acceptance of such condition. The CITY shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the CITY fails to notify the CONTRACTOR and give the CONTRACTOR an opportunity to make the correction, the CITY waives the rights to require correction by the CONTRACTOR and to make a claim for breach of warranty.
- 12.3 If the CONTRACTOR fails to correct nonconforming Work within a reasonable time, the CITY may correct the Work and deduct the expenses incurred for doing so from the Contract Price, and in the event the Contract Price has been paid in full, seek the expenses from the CONTRACTOR who shall pay said expenses to CITY within 20 days of written notice from CITY.
- 12.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.

ARTICLE 13. INSURANCE

- 13.1 CONTRACTOR shall obtain and maintain, at CONTRACTOR'S expense, for CONTRACTOR'S and CITY'S protection, insurance in amounts no less than stated below, in connection with the work to be performed under this Agreement, until final completion. CONTRACTOR shall obtain and maintain builder's risk insurance coverage. CONTRACTOR shall provide CITY a Certificate of Insurance demonstrating the

required insurance prior to work commencing. CONTRACTOR shall assure that its sub-Contractors provide the same insurance and in the minimum amounts as required of contractor and it is in effect at all times during this Agreement.

General Liability \$ 1,000,000
Automobile liability \$ 1,000,000
Worker's Compensation \$ 500,000
Professional Liability \$ 1,000,000

ARTICLE 14. DEFAULT/NOTICE OF DEFAULT

- 14.1 Contractor shall be in default under this Contract for defective construction or if Contractor abandons work or otherwise refuses to carry out contractor's obligations under this Contract (unless such abandonment or refusal is based upon a prior default by CITY which CITY has failed to cure after written notice thereof). Contractor shall be deemed to have abandoned work if Contractor shall fail to perform or cause any work to be performed on the Subject Property for ten (10) consecutive days, unless such failure is the result of any event caused by the CITY or a natural disaster. CITY shall be in default under this Contract if CITY refuses to permit Contractor to complete performance, fails to pay any amounts when due, or otherwise refuses to carry out the obligations of CITY under this Contract (unless such refusal or nonpayment is based upon a prior default by Contractor which Contractor has failed to cure after written notice thereof). In the event of default, the defaulting party shall be entitled to receive written notice, by certified mail return receipt requested or by hand delivery to the address shown below, which specifies the event(s) of default. The defaulting party shall have ten (10) days from the receipt of the notice in which to begin the curing of any default, which actions shall be continuously pursued and completed within a reasonable time in light of the nature of the default; provided, however, the cure of any default in payment must be completed within fifteen (15) days from the date of notice of default. If any default is timely cured, each party agrees that this Contract shall remain in full force and effect and neither party may assert any claims as the result of such default. All notices shall be to the respective addresses of the parties as set forth on page 1, or as otherwise set forth in written notice to the other party.

ARTICLE 15. TERMINATION OF THE AGREEMENT

- 15.1 Termination by CONTRACTOR
If CITY fails to make payment as required, the CONTRACTOR, may upon seven additional day's written notice to the CITY, terminate the Agreement and recover from the CITY payment for Work executed, including costs incurred by reason of such termination.
- 15.2 Termination by CITY
The CITY may terminate the Agreement if the CONTRACTOR:

- a. Repeatedly refuses or fails to supply enough properly skilled workers or property materials;
 - b. Fails to make payment to Subcontractors for material or labor in accordance with the respective agreements between the CONTRACTOR and subcontractors or material providers;
 - c. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
 - d. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.
- 15.3 When any of the above reasons exists, the CITY, upon certification by TSR Consultants that sufficient cause exists to justify such action, may, without prejudice to any other remedy the CITY may have and after giving the CONTRACTOR seven days' written notice, terminate the Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the CONTRACTOR and may finish the Work by whatever reasonable method the CITY may deem expedient. Upon request of the CONTRACTOR, the CITY shall furnish to the CONTRACTOR detailed accounting of the costs incurred by the CITY in finishing the Work.
- 15.4 When the CITY terminates the Agreement for one of the reasons stated above, the CONTRACTOR shall not be entitled to receive further payment until the Work is finished.
- 15.5 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for TSR Consultants' services and expenses made necessary thereby, and other damages incurred by the CITY and not expressly waived, such excess shall be paid to the CONTRACTOR. If such costs and damages exceed the unpaid balance, the CONTRACTOR shall pay the difference to the CITY. The amount to be paid to the CONTRACTOR or CITY, as the case may be, shall be certified by TSR Consultants, upon application, and this obligation for payment shall survive termination of the Agreement. Payment shall be due within 20 days of notice from the other party.
- 15.6 The CITY may, at any time, terminate the Agreement for the CITY'S convenience and without cause. The CONTRACTOR shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

ARTICLE 16. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between CONTRACTOR and CITY concerning the Work are attached to this Agreement, made a part hereof and consist of the following:

- 16.1 This Agreement (pages 1 to 13, inclusive).
- 16.2 Exhibits to this Agreement, if any.
- 16.3 Certificates of Insurance of Contractor

- 16.4 Notice of Intent to Award
- 16.5 Invitation to Bid documents including Addenda
- 16.6 Drawings dated _____ and any revisions thereto, if any, dated _____
- 16.7 The following which may be delivered or issued on or after the Effective Date of this Agreement and are not attached hereto:
- a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Performance Bond
 - e. Payment Bond
 - f. Proof of proper license
 - g. Permit(s) if any
- 16.8 The Contract Documents may only be amended, modified or supplemented by an amendment to this Agreement signed by the parties.

ARTICLE 17. SPECIAL TERMS AND CONDITIONS.

- 17.1 **Indemnity.** CONTRACTOR shall indemnify and hold CITY and its employees, agents, officers, council members and CONTRACTORS free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representatives, in the performance of CONTRACTOR'S duties set forth in this Agreement.
- 17.2 **Independent CONTRACTOR.** CONTRACTOR agrees that it shall be acting as a contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of CITY. CONTRACTOR shall have no authority to contract for or bind CITY in any manner and shall not represent itself as an agent of CITY or as otherwise authorized to act for or on behalf of CITY. Additionally, CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE CITY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the

commencement or progress of the work from any cause whatsoever, shall relieve the CONTRACTOR of his duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR shall receive no damages for delay. The CONTRACTOR'S sole remedy, if any, against the CITY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith or active interference on the part of the CITY.

17.7 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

17.8 Prohibition Against Contingent Fees. CONTRACTOR warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

17.9 Public Records.

A. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the CITY shall be the property of the CITY and will be turned over to the CITY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the CITY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility.

ARTICLE 18. GENERAL CONDITIONS

18.1 This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida, and jurisdiction shall be in the Circuit Court of Lake County, Florida.

18.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

18.3 The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

18.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

18.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

18.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

18.7 During the term of this Agreement CONTRACTOR assures CITY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

18.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

18.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof provided the intent of the Agreement remains and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.


(Signature pages to follow)

IN WITNESS WHEREOF, the parties hereto have signed this Agreement.


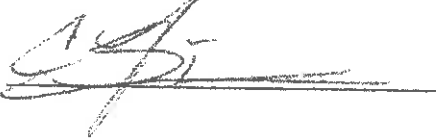
CONTRACTOR: C.W. ROBERTS CONTRACTING, INC.,

ATTEST:



BY: 
(Signature)

WITNESSES:

NAME: Robert P. Flowers President
(Print)

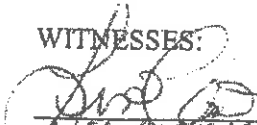
TITLE: PRESIDENT


DATE: 11/20/14

CITY:

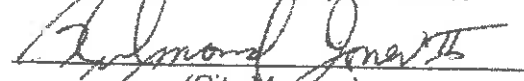
APPROVED:

WITNESSES:


LISA CORTESI


ANITA GERACI-CARVER

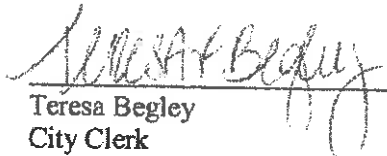
CITY OF GROVELAND, FLORIDA


(City Manager)
REDMOND D. JONES, II

DATE: 10/06/2014


HONORABLE TIM LOUCKS, MAYOR
City of Groveland, FL

ATTEST:


Teresa Begley
City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM:	Resolution 2015-03-01: Variance – Landscaping
CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
PREPARED BY:	Ryan Berger, Community Development Director
DATE:	March 5, 2015

BACKGROUND:

Pine Valley Properties LLC owns a vacant commercial property on Highway 27 adjacent to their existing outdoor storage facility. This property is highlighted in red:



Pine Valley Properties is proposing an expansion of the outdoor storage facility to the east and have requested a variance from the landscaping code per the submitted landscaping plan. These variances are identified below:

Site Direction: North

<i>Code</i>	<i>Required (340')</i>	<i>Providing</i>
Sec. 133-67 (a) 2. (Buffer Type C)	25' buffer	6' buffer (property line is 35' from ROW)
	14 Canopy Trees	10 Canopy Trees
	10 Ornamental Trees	5 Ornamental Trees
	2' Hedge	3' hedge in front of fence (6' grow capacity)

"The city with a future, watch us grow!"

Site Direction: East

<i>Code</i>	<i>Required (150')</i>	<i>Providing</i>
Sec. 133-67 Table 133-3 (Buffer Type A)	15' buffer 6 Canopy Trees 4 Ornamental Trees 2' Hedge	2' buffer 3 Canopy Trees 0 Ornamental Trees 3' Hedge in front of fence (6' grow capacity)

Site Direction: South

<i>Code</i>	<i>Required (340')</i>	<i>Providing</i>
Sec. 133-67 Table 133-3 (Buffer Type A)	15' buffer 12 Canopy Trees 9 Ornamental Trees 2' Hedge	0' buffer 0 Canopy Trees 0 Ornamental Trees No Hedge

Site Direction: West

<i>Code</i>	<i>Required (150')</i>	<i>Providing</i>
Sec. 133-67 Table 133-3 (Buffer Type A)	15' buffer 6 Canopy Trees 4 Ornamental Trees 2' Hedge	0' buffer 0 Canopy Trees 0 Ornamental Trees 3' Hedge every 3'

They have also requested a variance from building a 6' masonry fence surrounding the site.

<i>Code</i>	<i>Required</i>	<i>Providing</i>
Sec. 153-220 (a)	6' Masonry Fence	6' Galvanized Fence

These variances keep the intent of the landscaping code and utilize the existing landscaping buffers currently surrounding the site.

"The city with a future, watch us grow!"

Premier Concrete & Construction, LLC

33649 E. Lake Joanna Dr.

Eustis, FL 32736

407-814-3990/352-729-2519

Premierconcrete.const@gmail.com

Premier Concrete & Construction, LLC hereby submit specifications and estimate to Pine Valley Property Services, LLC. Job Location: 20285 US 27 Clermont, FL. Premier Concrete & Construction, LLC proposes to furnish labor and materials on above mentioned job as agreed upon by Pine Valley and Premier Concrete & Construction, LLC in complete accordance with plan drawings and specifications. **Any alterations or revisions in these drawings involving extra costs will be done so in a signed change order.**

Block Wall 7' 4" with 1' 4" in ground

- 2' x 1' footer, (2) #5 rebar, (1) horizontal #5 every 48", (1) #5 continuous in top lintel course, struck block (no stucco or paint)

Total Cost @ \$31,621.50

Payments Terms: net 30 days

Respectfully Submitted February 18, 2015

All above specifications and conditions are agreed upon and hereby accepted.

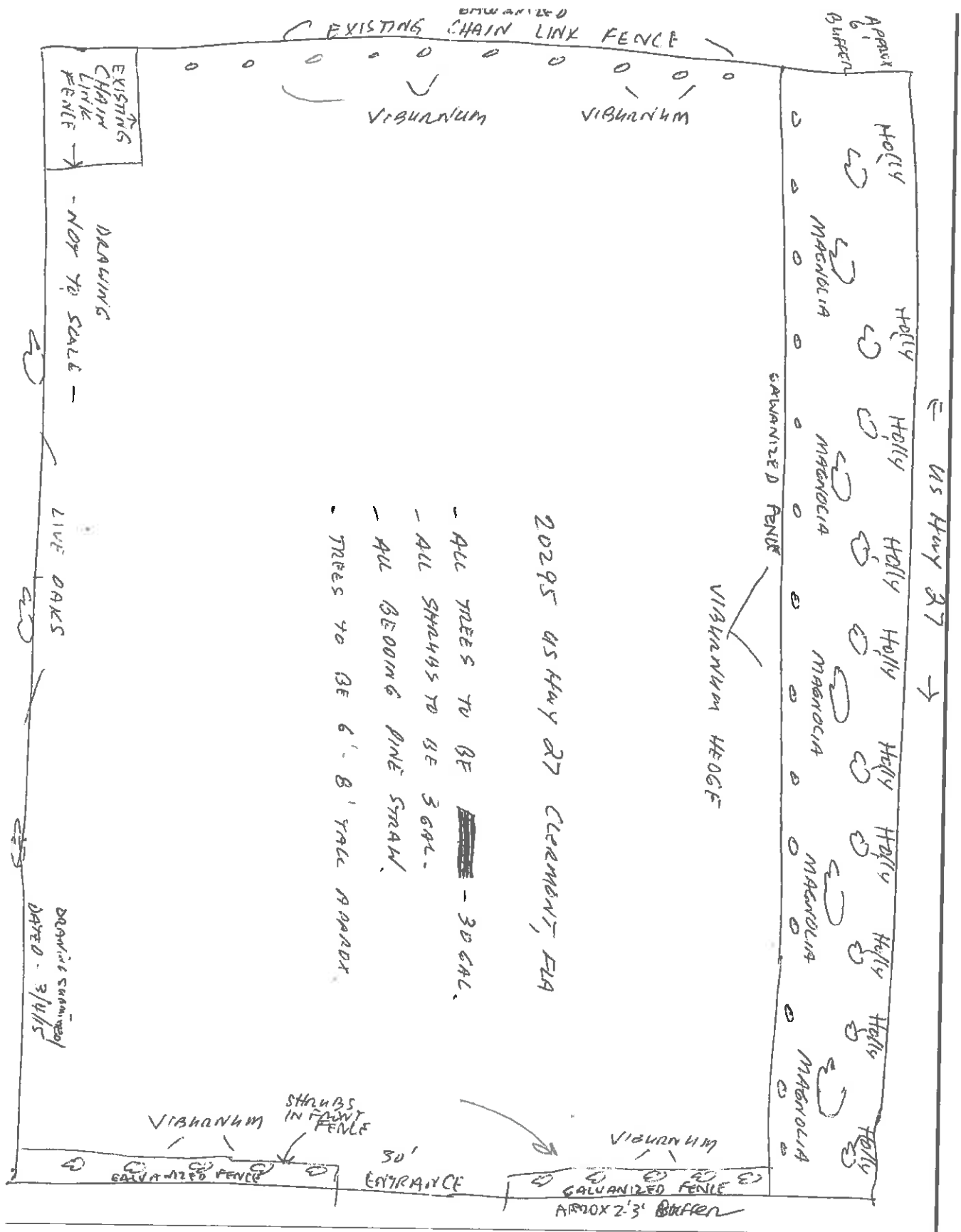
Signature: _____

Date: _____

Print: _____

Title: _____

"The city with a future, watch us grow!"



"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Approve the motion

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 2015-03-01

A RESOLUTION OF THE CITY OF GROVELAND, FLORIDA, GRANTING A VARIANCE FROM THE CURRENT CITY OF LANDSCAPING CODE REQUIRING A LANDSCAPING BUFFER TYPE C ON PROPERTIES ALONG HIGHWAY 27; REQUIRING A LANDSCAPING BUFFER TYPE A BETWEEN C-1 ZONES; REQUIRING OUTDOOR STORAGE TO BE ENTIRELY SURROUNDED BY A SUBSTANTIAL MASONRY FENCE; PROVIDING FOR AN EXPIRATION DATE.

WHEREAS, Pine Valley Property Services LLC, has petitioned for a variance from Section 133-67 (a) 2, Section 133-67 Table 133-3, and Section 153-220 (a) as identified in the landscaping plan Exhibit "A" and as follows;

Site Direction: North

<i>Code</i>	<i>Required (340')</i>	<i>Providing</i>
Sec. 133-67 (a) 2. (Buffer Type C)	25' buffer	6' buffer (property line is 35' from ROW)
	14 Canopy Trees	10 Canopy Trees
	10 Ornamental Trees	5 Ornamental Trees
	2' Hedge	3' hedge in front of fence (6' grow capacity)

Site Direction: East

<i>Code</i>	<i>Required (150')</i>	<i>Providing</i>
Sec. 133-67 Table 133-3 (Buffer Type A)	15' buffer	2' buffer
	6 Canopy Trees	3 Canopy Trees
	4 Ornamental Trees	0 Ornamental Trees
	2' Hedge	3' Hedge in front of fence (6' grow capacity)

Site Direction: South

<i>Code</i>	<i>Required (340')</i>	<i>Providing</i>
Sec. 133-67 Table 133-3 (Buffer Type A)	15' buffer	0' buffer
	12 Canopy Trees	0 Canopy Trees
	9 Ornamental Trees	0 Ornamental Trees
	2' Hedge	No Hedge

Site Direction: West

<i>Code</i>	<i>Required (150')</i>	<i>Providing</i>
Sec. 133-67 Table 133-3 (Buffer Type A)	15' buffer	0' buffer
	6 Canopy Trees	0 Canopy Trees
	4 Ornamental Trees	0 Ornamental Trees
	2' Hedge	3' Hedge every 3'

<i>Code</i>	<i>Required</i>	<i>Providing</i>
Sec. 153-220 (a)	6' Masonry Fence	6' Galvanized Fence

WHEREAS, the subject property consists of 1.2 +/- acres (alt key 1781361) and is further described in the legal description Exhibit "B"; and

WHEREAS, the property is located within the future land use category Office / Commercial; and

WHEREAS, the property is located within the C-1 Commercial Highway zoning district; and

WHEREAS, this Resolution was properly advertised once in a newspaper of general circulation in Lake County, Florida no less than 10 days prior to Council's consideration of this Resolution and property owners within 150 feet of the subject site were timely provided written notice delivered by U.S. Mail, Return Receipt Requested; and

WHEREAS, the City Council has considered the petition in accordance with standards for granting variances contained in Section 8.03, Article VIII, Appendix A, City of Groveland Code of Ordinances and finds there is competent, substantial evidence to support the requested variance;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA as follows:

Section 1.

The owner filed variance from Section 133-67 (a) 2, Section 133-67 Table 133-3, and Section 153-220 (a) of Groveland's Land Development Regulations set forth in the Code of Ordinances, for property located on Highway 27 in the City of Groveland, Florida, more particularly described in Exhibit "B" and based on the landscaping plan Exhibit "A" is **GRANTED**.

Section 2. Expiration/Revocation.

Such variance shall expire six months from the effective date of this Resolution, unless otherwise extended by the City Council prior to expiration of this variance.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland Florida

ATTEST:

Teresa Begley
City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
James Smith		
Dina Sweatt		
Evelyn Wilson		

EXHIBIT "A"

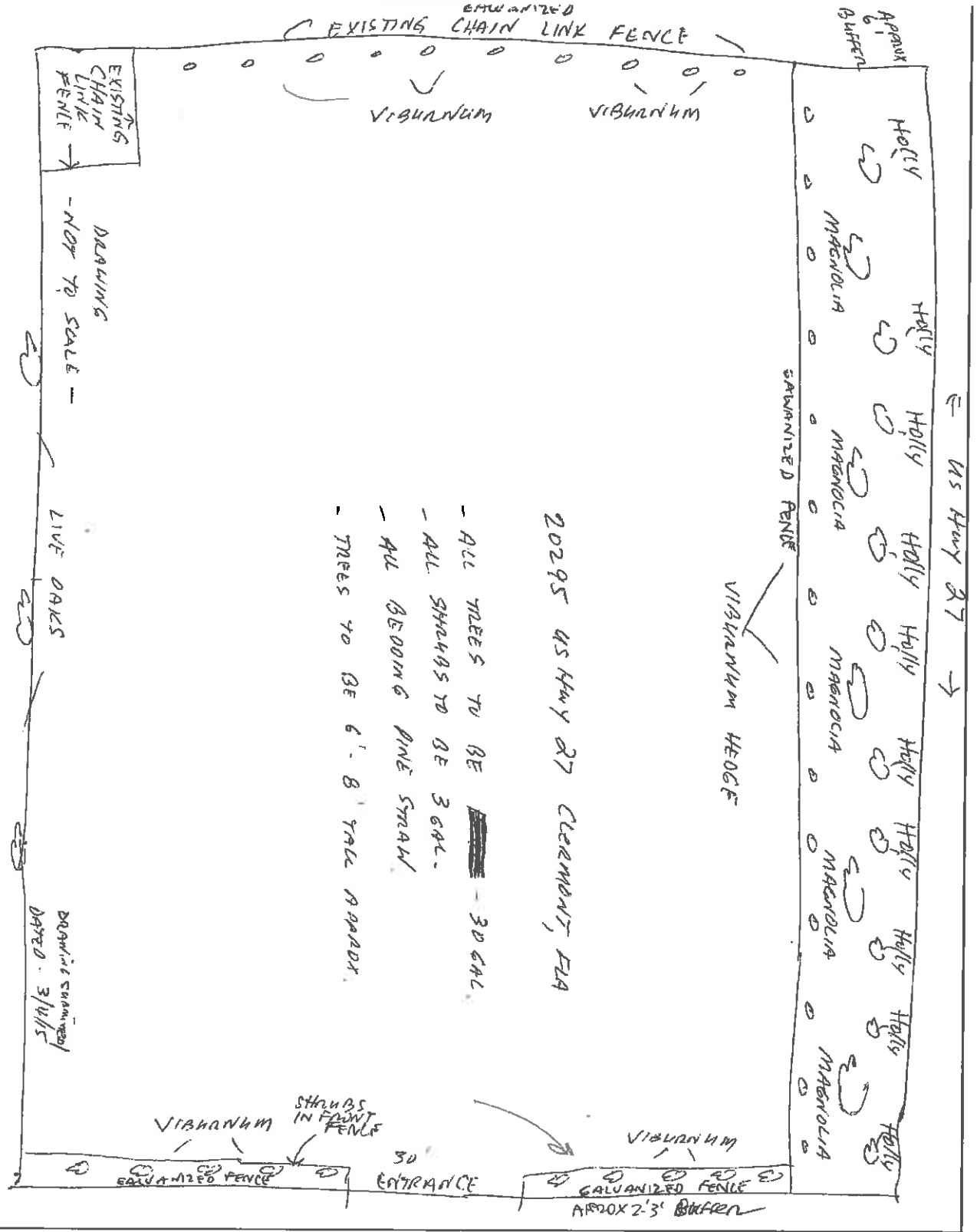


EXHIBIT "B"

OUTPARCEL 1

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet to the Point of Beginning; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98 feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50 feet to the Southerly line of right of way of U.S. Highway No. 27; thence run North 78 degrees 02 minutes 16 seconds West along said right of way 340.12 feet; thence run South 0 degrees 19 minutes 53 seconds West 173.05 feet to the Point of Beginning.

AND

OUTPARCEL 2

From the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 21 South, Range 25 East, in Lake County, Florida run thence South 89 degrees 41 minutes 30 seconds East 38 feet; run thence North 0 degrees 28 minutes 10 seconds East 524.73 feet to the Southwesterly corner of a tract of land described in Official Records Book 445, Page 538, Public Records of Lake County, Florida; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 300 feet; thence run North 0 degrees 28 minutes 10 seconds East 100 feet; thence run South 78 degrees 00 minutes 00 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27, a distance of 320 feet; thence run North 0 degrees 28 minutes 10 seconds East (a measured bearing of N00°19'53"E) 427.21 feet; thence S 78 degrees 02 minutes 16 seconds East and parallel with the Southerly right of way of U.S. Highway No. 27 a distance of 304.98 feet; thence run North 12 degrees 02 minutes 45 seconds East a distance of 169.50 feet to the Southerly line of right of way of U.S. Highway No. 27; thence run South 78 degrees 02 minutes 16 seconds East along said right of way 60.00 feet to the Point of Beginning; thence run South 12 degrees 02 minutes 45 seconds West 180.40 feet; thence South 78 degrees 02 minutes 16 seconds East a distance of 306.48 feet more or less, to the East line of the Southeast 1/4 of the Southwest 1/4 of the said Section 22, thence run North 0 degrees 46 minutes 40 seconds East to the Southerly right of way of U.S. Highway No. 27, a distance of 183.89 feet; thence North 78 degrees 02 minutes 16 seconds West along said South right of way line a distance of 270.55 feet to the Point of Beginning.

Together with the perpetual non-exclusive easement for the purposes of ingress and egress contained in Amended and Restated Access Easement Agreement recorded in Official Records Book 4106, Page 975, Public Records of Lake County, Florida, and together with the Fenced Enclosure Easement contained in Reciprocal Easement Agreement recorded in Official Records Book 4106, Page 989, Public Records of Lake County, Florida.

ALT Key 1781361



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: March 16, 2015

AGENDA ITEM: Resolution 2015-03-02: Economic Development Incentives

CITY GOAL: Develop inviting high profile visual impact projects; including gateways, establishing destination, branding and other projects that reflect tax results.

PREPARED BY: Rodney Lucas, Economic Development Manager

DATE: March 9, 2015

BACKGROUND: City Council has expressed a great interest in re-examining our existing economic development efforts, guidance and direction. In response, staff has continually looked for ways to incentivize growth and creation of new business. We intend to work through the City Council in developing long and short range answers; not to mention, using work shop sessions. However, while strategies are being researched and examined, economic development demands continue to grow and require response from the City's Economic Development Division. For this reason, staff is recommending the follow amended resolution for economic development incentive to act as a temporary fix until staff can plan a work shop to address larger business needs and hammer out more sufficient long range strategies.

By amending economic development incentive resolution 2014-09-17, it will allow the following:

- Set requirements for payment on behalf of the developer by the City of Groveland for any City imposed impact fee based on square footage (40,000 sq ft or more) and cost of project of \$3,000,000 or greater.(See paragraph 2 (a) (vi); (a) (i-vi))
- Change interest rate from prime rate down to zero percentage interest rate (See paragraph 2 (a) (v))
- Added the word "Credit" to waiver and rebate as options for development, impact and building permit fees
- Added the combine phrase "City and CRA or City/CRA" in order to have one adopted city wide economic development incentive
- Added language from the CRA resolution to include Tenant/Leasee or Owner (See paragraph 2 (e) (i-ii))

As we face increasing competition from other cities for local and international businesses, we need to adopt new policies and procedures to stimulate commerce to the City's economy. By making these adjustments, it will address retaining and attracting private enterprises, manufacturing, agriculture, hi-tech, business management and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy for the residents of Groveland.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Motion to approve.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

RESOLUTION 201~~54-039-0217~~

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, IMPLEMENTING, AMENDING AND RESTATING ECONOMIC DEVELOPMENT INCENTIVES FOR COMMERCIAL AND/OR INDUSTRIAL USES THAT MEET CERTAIN CRITERIA; SETTING FORTH CRITERIA; PROVIDING FOR A PROCESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorizes municipalities to adopt ordinances and resolutions to protect the citizen's health, safety and welfare, in exercise of the Town's police power; and

WHEREAS, the Florida Legislature found that Florida faces increasing competition from other states and other countries for the location and retention of private enterprises that that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state of Florida, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state of Florida; and

WHEREAS, the Legislature declared that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state of Florida, and

WHEREAS, §166.021(9), *Florida Statutes* authorizes the City to expend public funds to attract and retain business enterprises; and

WHEREAS, the Florida Legislature has stated that the use of public funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, and making grants to private enterprises for the expansion of businesses existing in the City of Groveland or the attraction of new businesses to the City of Groveland; and

WHEREAS, the City has determined that it is in the best interests of the City of Groveland to implement a variety of economic incentives to assist private enterprises in the City to expand their businesses and to attract new businesses to the City; and

WHEREAS, the City desires to implement additional economic incentives not previously provided for in previous resolutions, and amend economic incentives previously provided for.
Resolution 2013-09-03.

BE IT RESOLVED by the City Council of the City of Groveland, Florida, as follows:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

2. The following incentive packages are adopted and available to be awarded until September 30, 2015 as set forth below:

a. New Buildings or Building Expansions:

- i. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, a credit, waiver or rebate of up to 100% of the building permit fee retained by the City of Groveland and not paid to a third party which are charged for the new building or expansion. If a credit is granted the credit will be applied towards development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising). The City of Groveland, may, in its sole discretion, agree to pay on the applicant's behalf that portion of a building permit fee referenced in this subsection that is paid to a third-party and not retained by the City.
- ii. For purposes of this incentive, the minimum expansion required must be for the purpose of creating additional space for business purposes including but not limited to office space, retail space, manufacturing space, and does not include space for bathrooms, break rooms, closets, unless a minor part of the expansion as determined by the City in its sole discretion. Any rebate will be paid by the City within 30 days after the City issues a certificate of occupancy for the new or expanded building.
- iii. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive, if awarded, a credit, waiver or rebate up to 100% of the building permit fee, retained by the City of Groveland and not paid to a third party, which are charged for internal or exterior renovations to the existing building, not the expansion. If a credit is granted, the credit will be applied towards development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising). The City of Groveland, may, in its sole discretion, agree to pay on the applicant's behalf that portion of a building permit fee referenced in this subsection that is paid to a third-party and not retained by the City. Any rebate will be paid by

the City within 30 days after the City issues a certificate of occupancy for the expanded building.

- iv. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, an extension from issuance of building permit to issuance of certificate of occupancy to pay any water, wastewater and administrative impact fees due the City of Groveland.
- v. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, financing of impact fees. Impact fees may be financed over a period of five years with interest being set anywhere between zero percent and the prime rate based on the size of the project. Payments of principal and interest may be scheduled monthly, quarterly, semi-annually, or annually as determined by the City after discussions with the applicant, and may be amortized over time within a 1 to 5 year period
- vi. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building or expands its building with a total project size (new and existing) of no less than 40,000 square feet and total financial investment in excess of \$3,000,000, is eligible to apply for and receive if awarded, payment on its behalf by the City of Groveland of any City imposed impact fees. For purposes of this subsection total financial investment means: fair market value of the real property, and construction costs certified by project engineer and accepted by city engineer.
- vii.
 - i. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, a waiver or rebate of up to 100% of the building permit fee paid for the expansion which is retained by the City of Groveland and not paid to a third party, and up to 100% of development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising). For purposes of this incentive, the minimum expansion required must be for the purpose of creating additional space for business purposes including but not limited to office space, retail space, manufacturing space, and does not include space for bathrooms,

~~break rooms, closets, unless a minor part of the expansion as determined by the City in its sole discretion. Any rebate will be paid by the City within 30 days after the City issues a certificate of occupancy for the new or expanded building.~~

- ~~ii. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, an extension from issuance of building permit to issuance of certificate of occupancy to pay any water, wastewater and administrative impact fees due the City of Groveland.~~
- ~~iii. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, financing of impact fees. Impact fees may be financed over a period of five years with interest being set at the prime rate. Payments of principal and interest may be scheduled monthly, quarterly, semi-annually, or annually as determined by the City after discussions with the applicant.~~

b. Infrastructure:

Any owner constructing a building or group of buildings (complex) for commercial or industrial use business (es), as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, for which off-site infrastructure improvements (i.e. water and wastewater line extensions, off-site retention, traffic control devices, or other like improvements) are necessary is eligible to apply for and receive if awarded, City assistance. Assistance includes but is not limited to a financial contribution, construction of improvements, and will be determined by City on a case by case basis.

c. Public/Private Partnership:

The City will consider a public/private partnership with an owner or developer for the purpose of planning, developing and constructing a complex of buildings that's primary use will be industrial and/or commercial. The City Council, and if applicable, the City of Groveland CRA in conjunction with City Council, will assess each public/private partnership on a case by case basis. Examples of a public/private partnership include, but are not limited to: development of a plan for City owned property that conveys the majority of the property to a developer at below market value in exchange for the developer constructing a certain

type of public facility (theatre, community center, public plaza, etc.) that will be part of the development, but owned by the City/CRA.

d. **Industrial/Commercial Businesses – Lease:**

i. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that establishes a new business in the City of Groveland or relocates its business to the City of Groveland, leases its business space and constructs internal renovations of the business space is eligible to apply for and receive if awarded, a credit, waiver or rebate of up to 100% of the building permit fee paid for the internal and external renovations which is retained by the City of Groveland and not paid to a third party, up to a maximum rebate of \$10,000 for receipts showing a business investment in the interior and exterior of a business property leased or owned within City limits.

ii. Any Commercial or Industrial use business, as provide in Chapter 153 of the Code of Ordinances of the City of Groveland, that establishes a new business in the City of Groveland or relocates its business to the City of Groveland, and leases its business space is eligible to apply for and receive if awarded, a credit, waiver or rebate of up to 100% of development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising).

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e. **Industrial/Commercial Businesses –Tenant/Leasee or Owner:**

i. Any property owner that lease its property to a tenant who establishes a new Commercial or Industrial business or relocates its Commercial or Industrial business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, in the City of Groveland or CRA district, and the property owner constructs internal or exterior renovations of the business space is eligible to apply for and receive if awarded, a waiver or rebate up to 100% of the building permit fee paid for the internal and exterior renovations which is retained by the City of Groveland and not paid to a third party, up to a maximum rebate of \$10,000. The City of Groveland or CRA, may, in its sole discretion, agree to pay on the applicant's behalf that portion of a building permit fee referenced in this subsection that is paid to a third-party and not retained by the City.

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iii. Any property owner that leases its property to a tenant who establishes a new Commercial or Industrial use business or relocates its Commercial or Industrial business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, to the City of Groveland or CRA district, is eligible to apply for

and receive if awarded, a waiver or rebate of up to 100% of development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising).

ii.

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3. The award of any incentive and the entering into of any public/partnership agreement by the City of Groveland or CRA district in accordance with this Resolution is contingent upon an annual appropriation of funds by the City Council or CRA district and the availability of funds budgeted.

4. Application for any incentive provided herein shall be submitted to the Economic Development Division~~community development department~~ unless otherwise directed by the City Manager. The application will be presented to the City Council at the next available City Council meeting. An applicant may apply for either a credit, waiver or a rebate. An applicant applies by submitting a letter to the City detailing the nature of its' business, the specific incentive(s) the applicant is seeking, how it meets the criteria for the incentive(s), and explaining why the City Council should grant financing, credit, a waiver or a rebate.~~if a waiver is being requested.~~ If an applicant applies for a waiver, the applicant must wait for the City Council's decision on its' incentive application prior to submitting its land use or building application(s). The City's decision on any application will be determined by the City Council on a case by case basis in its sole discretion.

5. The City Clerk shall publish this Resolution by posting a copy in City Hall and on the City of Groveland's website, and mailing a certified copy of this Resolution to the Metro Orlando Economic Development Commission and the Lake County Office of Economic Development & Tourism.

6. This resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Florida, this 15th day of September, 2014.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, FL
ATTEST:

Teresa Begley
City Clerk

Approved as to Legality and Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Evelyn Wilson		
Dina Sweatt		
James Smith		

RESOLUTION 2015-03-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVELAND, FLORIDA, IMPLEMENTING, AMENDING AND RESTATING ECONOMIC DEVELOPMENT INCENTIVES FOR COMMERCIAL AND/OR INDUSTRIAL USES THAT MEET CERTAIN CRITERIA; SETTING FORTH CRITERIA; PROVIDING FOR A PROCESS; PROVIDING FOR DIRECTIONS TO THE CITY CLERK, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 166, Florida Statutes, authorizes municipalities to adopt ordinances and resolutions to protect the citizen's health, safety and welfare, in exercise of the Town's police power; and

WHEREAS, the Florida Legislature found that Florida faces increasing competition from other states and other countries for the location and retention of private enterprises that that there is a need to enhance and expand economic activity in the municipalities of this state by attracting and retaining manufacturing development, business enterprise management, and other activities conducive to economic promotion, in order to provide a stronger, more balanced, and stable economy in the state of Florida, to enhance and preserve purchasing power and employment opportunities for the residents of this state, and to improve the welfare and competitive position of the state of Florida; and

WHEREAS, the Legislature declared that it is necessary and in the public interest to facilitate the growth and creation of business enterprises in the municipalities of the state of Florida, and

WHEREAS, §166.021(9), *Florida Statutes* authorizes the City to expend public funds to attract and retain business enterprises; and

WHEREAS, the Florida Legislature has stated that the use of public funds toward the achievement of such economic development goals constitutes a public purpose; and

WHEREAS, it constitutes a public purpose to expend public funds for economic development activities, including, but not limited to, developing or improving local infrastructure, and making grants to private enterprises for the expansion of businesses existing in the City of Groveland or the attraction of new businesses to the City of Groveland; and

WHEREAS, the City has determined that it is in the best interests of the City of Groveland to implement a variety of economic incentives to assist private enterprises in the City to expand their businesses and to attract new businesses to the City; and

WHEREAS, the City desires to implement additional economic incentives not previously provided for in previous resolutions, and amend economic incentives previously provided for.

BE IT RESOLVED by the City Council of the City of Groveland, Florida, as follows:

1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this resolution.

2. The following incentive packages are adopted and available to be awarded until September 30, 2015 as set forth below:

a. New Buildings or Building Expansions:

- i. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, a credit, waiver or rebate of up to 100% of the building permit fee retained by the City of Groveland and not paid to a third party which are charged for the new building or expansion. If a credit is granted the credit will be applied towards development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising). The City of Groveland, may, in its sole discretion, agree to pay on the applicant's behalf that portion of a building permit fee referenced in this subsection that is paid to a third-party and not retained by the City.
- ii. For purposes of this incentive, the minimum expansion required must be for the purpose of creating additional space for business purposes including but not limited to office space, retail space, manufacturing space, and does not include space for bathrooms, break rooms, closets, unless a minor part of the expansion as determined by the City in its sole discretion. Any rebate will be paid by the City within 30 days after the City issues a certificate of occupancy for the new or expanded building.
- iii. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive, if awarded, a credit, waiver or rebate up to 100% of the building permit fee, retained by the City of Groveland and not paid to a third party, which are charged for internal or exterior renovations to the existing building, not the expansion. If a credit is granted, the credit will be applied towards development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising). The City of Groveland, may, in its sole discretion, agree to pay on the applicant's behalf that portion of a building permit fee referenced in this subsection that is paid to a third-party and not retained by the City. Any rebate will be paid by

the City within 30 days after the City issues a certificate of occupancy for the expanded building.

- iv. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, an extension from issuance of building permit to issuance of certificate of occupancy to pay any water, wastewater and administrative impact fees due the City of Groveland.
- v. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building, or expands its building a minimum of 25% or 4,000 square feet, whichever is less, is eligible to apply for and receive if awarded, financing of impact fees. Impact fees may be financed over a period of five years with interest being set anywhere between zero percent and the prime rate based on the size of the project. Payments of principal and interest may be scheduled monthly, quarterly, semi-annually, or annually as determined by the City after discussions with the applicant, and may be amortized over time within a 1 to 5 year period
- vi. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that constructs a new building or expands its building with a total project size (new and existing) of no less than 40,000 square feet and total financial investment in excess of \$3,000,000, is eligible to apply for and receive if awarded, payment on its behalf by the City of Groveland of any City imposed impact fees. For purposes of this subsection total financial investment means: fair market value of the real property, and construction costs certified by project engineer and accepted by city engineer.

b. **Infrastructure:**

Any owner constructing a building or group of buildings (complex) for commercial or industrial use business (es), as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, for which off-site infrastructure improvements (i.e. water and wastewater line extensions, off-site retention, traffic control devices, or other like improvements) are necessary is eligible to apply for and receive if awarded, City assistance. Assistance includes but is not limited to a financial contribution, construction of improvements, and will be determined by City on a case by case basis.

c. **Public/Private Partnership:**

The City will consider a public/private partnership with an owner or developer for the purpose of planning, developing and constructing a complex of buildings that's primary use will be industrial and/or commercial. The City Council, and if applicable, the City of Groveland CRA in conjunction with City Council, will assess each public/private partnership on a case by case basis. Examples of a public/private partnership include, but are not limited to: development of a plan for City owned property that conveys the majority of the property to a developer at below market value in exchange for the developer constructing a certain type of public facility (theatre, community center, public plaza, etc.) that will be part of the development, but owned by the City/CRA.

d. **Industrial/Commercial Businesses – Lease:**

- i. Any Commercial or Industrial use business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, that establishes a new business in the City of Groveland or relocates its business to the City of Groveland, leases its business space and constructs internal renovations of the business space is eligible to apply for and receive if awarded, a credit, waiver or rebate of up to 100% of the building permit fee paid for the internal and external renovations which is retained by the City of Groveland and not paid to a third party, up to a maximum rebate of \$10,000 for receipts showing a business investment in the interior and exterior of a business property leased or owned within City limits.
- ii. Any Commercial or Industrial use business, as provide in Chapter 153 of the Code of Ordinances of the City of Groveland, that establishes a new business in the City of Groveland or relocates its business to the City of Groveland, and leases its business space is eligible to apply for and receive if awarded, a credit, waiver or rebate of up to 100% of development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising).

e. **Industrial/Commercial Businesses –Tenant/Leasee or Owner:**

- i. Any property owner that lease its property to a tenant who establishes a new Commercial or Industrial business or relocates its Commercial or Industrial business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, in the City of Groveland or CRA district, and the property owner constructs internal or exterior renovations of the business space is eligible to apply for and receive if awarded, a waiver or rebate up to 100% of the building permit fee paid for the internal and exterior renovations which is retained by the City of Groveland and not paid to a third party, up to a maximum rebate of \$10,000. The City of

Groveland or CRA, may, in its sole discretion, agree to pay on the applicant's behalf that portion of a building permit fee referenced in this subsection that is paid to a third-party and not retained by the City.

iii. Any property owner that leases its property to a tenant who establishes a new Commercial or Industrial use business or relocates its Commercial or Industrial business, as provided in Chapter 153 of the Code of Ordinances of the City of Groveland, to the City of Groveland or CRA district, is eligible to apply for and receive if awarded, a waiver or rebate of up to 100% of development application fees (excluding any portion paid for hard costs such as recording, notifications, advertising).

3. The award of any incentive and the entering into of any public/partnership agreement by the City of Groveland or CRA district in accordance with this Resolution is contingent upon an annual appropriation of funds by the City Council or CRA district and the availability of funds budgeted.

4. Application for any incentive provided herein shall be submitted to the Economic Development Division unless otherwise directed by the City Manager. The application will be presented to the City Council at the next available City Council meeting. An applicant may apply for a credit, waiver or a rebate. An applicant applies by submitting a letter to the City detailing the nature of its' business, the specific incentive(s) the applicant is seeking, how it meets the criteria for the incentive(s), and explaining why the City Council should grant financing, credit, waiver or a rebate. If an applicant applies for a waiver, the applicant must wait for the City Council's decision on its' incentive application prior to submitting its land use or building application(s). The City's decision on any application will be determined by the City Council on a case by case basis in its sole discretion.

5. The City Clerk shall publish this Resolution by posting a copy in City Hall and on the City of Groveland's website, and mailing a certified copy of this Resolution to the Metro Orlando Economic Development Commission and the Lake County Office of Economic Development & Tourism.

6. This resolution shall be effective immediately upon adoption.

ADOPTED at a regular meeting of the City Council of the City of Groveland, Florida, this 15th day of September, 2014.

HONORABLE TIM LOUCKS, MAYOR

City of Groveland, FL

ATTEST:

Teresa Begley
City Clerk

Approved as to Legality and Form:

Anita Geraci-Carver
City Attorney

Passed First Reading_____

Council Member _____ moved the passage and adoption of the above and foregoing Resolution. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
John Griffin		
Evelyn Wilson		
Dina Sweatt		
James Smith		